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 9

10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 11 FOR THE COUNTY OF ALAMEDA, UNLIMITED JURISDICTION

12
 13 PEOPLE OF THE STATE OF CALIFORNIA, ex
 rel. BILL LOCKYER, Attorney General,

14 Plaintiffs,

15 v.

16 BURLINGTON COAT FACTORY
 17 WAREHOUSE CORPORATION, et al.

Defendants.

18
 19 AND RELATED CONSOLIDATED CASES
 20
 21
 22
 23
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Case No.: RG 04-162075

(Consolidated with Case Nos. RG 04-162037, RG 04-169511)

**PEOPLE'S NOTICE OF ENTRY OF
 ORDER GRANTING MOTION TO
 MODIFY CONSENT AND ENTRY
 OF MODIFIED CONSENT
 JUDGMENT**

Date: June 15, 2006

Time: 2:00 p.m.

Place: Department 20

Judge: Hon. Robert Freedman

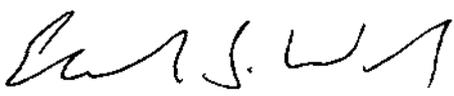
Reservation Number: 597241

1 TO ALL PARTIES IN THIS LITIGATION AND THEIR COUNSEL OF RECORD:
2 PLEASE TAKE NOTICE, that on June 15, 2006, the Honorable Robert Freedman, Judge of the
3 Superior Court, entered the attached Order Granting People's Motion to Modify Consent
4 Judgment (attached as Exhibit A) and entered an Amended Consent Judgment (attached as
5 Exhibit B).

6 DATED: June 15, 2006

7 Respectfully submitted,

8 BILL LOCKYER, Attorney General
of the State of California
9 TOM GREENE
Chief Assistant Attorney General
10 THEODORA BERGER
Assistant Attorney General
11 EDWARD G. WEIL
Supervising Deputy Attorney General
12

13 

14 By:  HARRISON M. POLLAK
15 Deputy Attorney General

16 Attorneys for Plaintiffs People of the State of California
17 and Plaintiffs' Liaison Counsel
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EXHIBIT A

1 BILL LOCKYER
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2 TOM GREENE
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Attorneys for People of the State of California
9

ENDORSED
FILED
ALAMEDA COUNTY

JUN 15 2006

CLERK OF THE SUPERIOR COURT
By HOLLIE M. ADAMIC
Deputy

10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF ALAMEDA, UNLIMITED JURISDICTION

12
13 PEOPLE OF THE STATE OF CALIFORNIA, ex
rel. BILL LOCKYER, Attorney General,

14 Plaintiffs,

15 v.

16 BURLINGTON COAT FACTORY
17 WAREHOUSE CORPORATION, et al.

Defendants.

18
19 AND RELATED CONSOLIDATED CASES
20
21
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Case No.: RG 04-162075

(Consolidated with Case Nos. RG 04-162037, RG 04-169511)

~~PROPOSED~~ ORDER GRANTING
PEOPLE'S MOTION TO MODIFY
CONSENT JUDGMENT

Date: June 15, 2006

Time: 2:00 p.m.

Place: Department 20

Judge: Hon. Robert Freedman

Reservation Number: 597241

1 On June 15, 2006, at 2:00 p.m., the People's Motion to Modify Consent Judgment came
2 on regularly for hearing before this Court in Department 20, the Honorable Robert Freedman
3 presiding. After full consideration of the points and authorities and related pleadings submitted,
4 and having heard oral arguments of counsel, the Court rules as follows:

- 5 A. The People's Motion to Modify Consent Judgment is GRANTED.
6 B. The Amended Consent Judgment is APPROVED.
7 C. The Clerk shall enter judgment in accordance with the terms in the Amended
8 Consent Judgment.

9
10 DATE: June 15, 2006

ROBERT FREEDMAN

Alameda County Superior Court Judge

EXHIBIT B

1
2
3 **ENDORSED**
4 **FILED**
5 **ALAMEDA COUNTY**

6 **JUN 15 2006**

7 **CLERK OF THE SUPERIOR COURT**
8 By HOLLIE M. ADAMIC
9 Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**
12 **UNLIMITED JURISDICTION**

13 **PEOPLE OF THE STATE OF CALIFORNIA, ex**
14 **rel. BILL LOCKYER, Attorney General, et al.,**

15 **Plaintiffs,**

16 **vs.**

17 **BURLINGTON COAT FACTORY**
18 **WAREHOUSE CORPORATION, et al,**

19 **Defendants.**

) **Case No. RG 04-162075**

) **(Consolidated with RG 04-162037, RG**
20 **04-169511)**

) **[PROPOSED] AMENDED CONSENT**
21 **JUDGMENT**

22 **AND RELATED CONSOLIDATED CASES.**

23 **This Amended Consent Judgment ("Consent Judgment") supercedes the Consent Judgment**
24 **entered in these consolidated cases on February 21, 2006, and is entered by the Court pursuant to**
25 **the Attorney General's Motion to Amend Consent Judgment, filed on May 19, 2006. The**
26 **Amended Consent Judgment reflects the addition of seventeen parties as Add-On Defendants, the**
27 **substitution of a party, two minor modifications to the standards for Children's Jewelry, and the**
28 **clarification of testing protocols in Exhibit D. The amended provisions appear in Sections 2.1,**
3.1, 3.3.4, 3.3.5, and 5.2, and Exhibits A, C, D, and F. Exhibits G and H are new.

1 **1. INTRODUCTION**

2 1.1 On June 23, 2004, plaintiffs the Attorney General of the State of California, on
3 behalf of the People of the State of California (“People”), and the Center for Environmental Health
4 (“CEH”), filed complaints for civil penalties and injunctive relief in this Court. On August 10,
5 2004, plaintiff As You Sow (“AYS”) filed a similar complaint. The complaints allege that the
6 defendants violated the Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition
7 65”) and the Unfair Competition Law by selling jewelry that contains lead, a chemical known to
8 the State of California to cause cancer and birth defects or other reproductive harm, without
9 providing a clear and reasonable warnings that use of the jewelry would result in exposure to lead.

10 1.2 On August 27, 2004, the People amended their complaint to substitute the true
11 name of a “Doe” defendant and dismissed a defendant. The following defendants were named and
12 appeared in the People’s amended complaint: Burlington Coat Factory Warehouse Corporation;
13 CBI Distributing Corp; Claire’s Boutiques, Inc.; Express, LLC; Federated Department Stores,
14 Inc.; J. C. Penney Corporation, Inc.; Kmart Corporation; Macy’s West, Inc.; Mervyn’s;
15 Nordstrom, Inc; Ross Stores, Inc.; Sears, Roebuck and Company; Target Corporation; and Toys
16 “R” Us, Inc. On January 25, 2006, the People amended their complaint to add the following
17 defendants Adina Inc.; Arden Jewelry Manufacturing Company, Inc.; Ballet Jewels L.L.C.;
18 Bernardo Manufacturing; Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.; Carol
19 Dauplaise Ltd.; Carol for Eva Graham, Inc.; Carole Inc.; Retail Brand Alliance, Inc. d/b/a Carolee;
20 Catherine Stein Designs, Inc.; Crimzon Rose Accessories, Inc.; Danecraft, Inc.; Erica Lyons;
21 FAD Treasures; F.A.F, Inc.; Fashion Accents, Inc.; Fiesta Jewelry, Inc.; Finesse Novelty Corp.,
22 d/b/a Accessory Solutions, Ambiance Accessory, and Jewelry Sales; Gigi Accessories; Habitat,
23 Inc.; JJamz, Inc.; K&M Associates, L.P.; Kenilworth Creations; Kerissa Creations; Key Item
24 Sales, Inc.; Liz Claiborne, Inc.; Haskell Jewels, LTD; MJM Jewelry Corp., d/b/a Berry Jewelry
25 Company; Orion Fashions, Inc.; Rainbow Sales Incorporated; Jewelry Fashions, Inc.; Scorpio
26 Accessories, LLC; Shalom International Corp.; Stephan & Co.; Tanya Creations, Inc.; TSI
27 Holding Company (but see *infra*, Section 1.2.2); Vetta Jewelry, Inc.; and Victoria + Co. LTD
28 (“Initial Settling Vendors”). In addition, on January 25, 2006, the People amended their complaint

1 to add as named defendants the entities listed on Exhibit A as "Affiliate Settling Defendants."
2 Wal-Mart Stores, Inc. ("Wal-Mart") also was named in the People's complaint, but it is not a party
3 to this Consent Judgment. (But see *infra*, Section 1.2.4.)

4 1.2.1 Pursuant to the Stipulation for Entry of Judgment and Order entered on
5 February 21, 2006, the following companies have opted to become Add-On Defendants: Allison
6 Reed Group, d/b/a P&B Manufacturing/J. Roth Enterprises; Barry-Owens, Inc.; Cathedral Art
7 Metal Company, Inc.; Cookie Lee, Inc.; Fada International Corporation; Greenbrier International,
8 Inc., a wholly-owned subsidiary of Dollar Tree Stores, Inc.; Jonette Jewelry Company; Lee Mode
9 International Inc.; Linda & Jay Keane, d/b/a L&J Accessories, Inc.; QVC, Inc.; Reebok
10 International LTD; Rogers Sports Management; Saks, Incorporated; Sequin, LLC; The Gap, Inc.;
11 Uncas Manufacturing Company; Vine Products Manufacturing Company ("Add-On Defendants").
12 An executed Notice of Intent to Opt In for each Add-On Defendant is attached hereto as Exhibit
13 G. The People's complaint is hereby deemed amended to include the Add-On Defendants as
14 defendants.

15 1.2.2 TSI Holding Company was an Initial Settling Vendor under the Consent
16 Judgment that the Court approved on February 21, 2006. However, the People subsequently
17 learned that the entity that should have been named in the complaint and the Consent Judgment is
18 Roman Company, a wholly-owned subsidiary of TSI Holding Company. Therefore, the People's
19 complaint is hereby deemed amended to name Roman Company; TSI Holding Company is hereby
20 dismissed from *People v. Burlington Coat Factory Warehouse Corp. et al* (Case No.
21 RG04162075) without prejudice; and the Consent Judgment and exhibits are hereby amended to
22 replace TSI Holding Company with Roman Company as an Initial Settling Vendor. An executed
23 signature page by Roman Company is attached as Exhibit H.

24 1.2.3 With the exception of Wal-Mart, the defendants named in the People's
25 complaint as amended, which were not dismissed, are referred to herein as "Attorney General
26 Defendants."

27 1.2.4 On April 20, 2006, pursuant to a stipulation between the People, CEH, and
28 Wal-Mart, the Court entered a separate judgment against Wal-Mart. The Wal-Mart judgment

1 incorporates the terms of the Consent Judgment entered on February 21, 2006 and provides that
2 Wal-Mart shall be treated as an Initial Settling Defendant, as that term is used therein.

3 1.3 On October 15, 2004, CEH filed its First Amended Complaint. Since that date,
4 CEH has further amended its First Amended Complaint to substitute the true name of several
5 "Doe" defendants and dismissed several other defendants. The following defendants were named
6 and appeared in CEH's amended complaint: AIJJ Enterprises, Inc.; American Eagle Outfitters,
7 Inc.; Aeropostale, Inc.; Burlington Coat Factory Warehouse Corporation; CBI Distributing Corp.;
8 Claire's Boutiques, Inc.; Cost Plus, Inc.; Federated Department Stores, Inc.; Forever 21, Inc.;
9 Forever 21 Retail, Inc.; Hot Topic, Inc.; Hub Distributing, Inc.; J.C. Penney Corporation, Inc.; Joe
10 Boxer Company, LLC; Kmart Corporation; Kohl's Department Stores, Inc.; Kohl's Corporation;
11 Lane Bryant, Inc.; Lerner New York, Inc.; Limited Too Store Planning, Inc.; Longs Drug Stores
12 California, Inc.; Macy's West, Inc.; Mervyn's, LLC; Monogram International, Inc.; Nordstrom,
13 Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; Sears
14 Roebuck and Co.; Styles For Less, Inc.; Target Corporation; The Buckle, Inc.; The May
15 Department Stores, Inc.; The New 5-7-9 And Beyond, Inc.; Walt Disney World Co. (erroneously
16 sued and served herein as Disney Consumer Products International, Inc. Disneyland International,
17 and Walt Disney Company); Walgreen Co.; The Wet Seal, Inc.; The Wet Seal Retail, Inc.; Too,
18 Inc.; and Zumiez, Inc. The following defendants that also were named in CEH's amended
19 complaint are not parties to this Consent Judgment: Cornerstone Apparel, Inc.; Jordache
20 Enterprises, Inc.; Royal Items, Inc.; The Gerson Company; Wal-Mart Stores, Inc. and Windsong
21 Allegiance Group, LLC ("Non-Settling Defendants"). With the exception of the Non-Settling
22 Defendants, the defendants named in CEH's complaint or any amendment thereto, that have not
23 been dismissed, are referred to herein as "CEH Defendants."

24 1.4 The cause of action against the following CEH Defendants was limited to alleged
25 violations of the Unfair Competition Law: Burlington Coat Factory Warehouse Corporation; CBI
26 Distributing Corp; Claire's Boutiques, Inc.; Federated Department Stores, Inc.; J. C. Penney
27 Company, Inc.; Kmart Corporation; Macy's West, Inc.; Mervyn's, LLC; Nordstrom, Inc; Sears,
28 Roebuck and Company; and Target Corporation..

1 1.5 The following defendants were named and appeared in the complaint by AYS:
2 Gottschalks, Inc.; Group USA Apparel, Inc.; and Charlotte Russe, Inc. The defendants named in
3 AYS's complaint or any amendment thereto, that have not been dismissed, are referred to herein
4 as "AYS Defendants."

5 1.6 The amended complaints filed by the Attorney General and CEH and the complaint
6 filed by AYS are collectively called the "Complaints."

7 1.7 On November 8, 2004, the Court ordered that the cases be consolidated for pre-trial
8 purposes. The parties hereby stipulate that the cases now shall be consolidated for purposes of
9 entry of this Consent Judgment.

10 1.8 The People, CEH, and AYS ("Plaintiffs") and the Attorney General Defendants,
11 CEH Defendants, and AYS Defendants, and any Add-On Defendants as defined in Section 2.9
12 added to the People's Complaint pursuant to the Stipulation for Entry of Judgment (collectively
13 "Settling Defendants") are Parties, and each is a Party to this Consent Judgment.

14 1.9 Each Settling Defendant is a corporation or other business entity that employs 10 or
15 more persons, or employed 10 or more persons at some time relevant to the allegations of the
16 complaint, and which manufactures, distributes and/or sells Covered Products in the State of
17 California or has done so in the past.

18 1.10 For purposes of this Consent Judgment only, the parties stipulate that this Court has
19 jurisdiction over the allegations of violations contained in the Complaints and personal jurisdiction
20 over each Settling Defendant as to the acts alleged in the Complaints, venue is proper in the
21 County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full
22 and final resolution of all claims which were or could have been raised in the Complaints based on
23 the facts alleged therein.

24 1.11 The People, CEH, AYS, and Settling Defendants enter into this Consent Judgment
25 as a full and final settlement of all claims that were raised in the Complaints, or which could have
26 been raised in the Complaints, arising out of the facts or conduct alleged therein. By execution of
27 this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or
28 conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or

1 demonstrating any violations of Proposition 65, the Unfair Competition Act or any other statutory,
2 common law or equitable requirements relating to chromium, lead and/or nickel in jewelry.
3 Nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact,
4 conclusion of law, issue of law or violation of law, nor shall compliance with the Consent
5 Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law,
6 issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or
7 impair any right, remedy, argument or defense the Parties may have in this or any other or future
8 legal proceedings. This Consent Judgment is the product of negotiation and compromise and is
9 accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
10 this action.

11 **2. DEFINITIONS**

12 2.1 The term "Person" shall have the same meaning as that term is defined in
13 California Health & Safety Code section 25249.11, subdivision (a).

14 2.2 The term "Covered Products" means (a) the following ornaments worn by a person:
15 an anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, decorated hair accessories, earring,
16 necklace, pin, ring, and Body Piercing Jewelry, or (b) any bead, chain, link, pendant, or other
17 component of such an ornament.

18 2.3 The term "Body Piercing Jewelry" means any part of a Covered Product that is
19 manufactured or sold for placement in new piercings and/or mucous membranes, and does not
20 include those parts of Covered Products not placed within new piercings and/or mucous
21 membranes.

22 2.4 The term "Children's Products" means Covered Products that are made for,
23 marketed for use by, or marketed to, Children.

24 2.4.1 For purposes of this Consent Judgment, the term "Children" means
25 children aged 6 and younger.

26 2.4.2 A Covered Product is made for, marketed for use by, or marketed to
27 Children if it is either:
28

1 "Initial Retailer Settling Defendants" means those Initial Settling Defendants who are not Initial
2 Settling Vendors. The term "Add-On Settling Defendants" means those Settling Defendants that
3 join in the Consent Judgment pursuant to the process set forth in the Stipulation for Entry of
4 Judgment. Exhibit A to this Consent Judgment identifies each of the Initial Retailer Settling
5 Defendants, Initial Settling Vendors, and Add-On Settling Defendants that are parties to this
6 Consent Judgment.

7 **3. INJUNCTIVE RELIEF**

8 3.1 Reformulation of Covered Products. After the Shipping Compliance Date, a
9 Settling Defendant that is a Supplier shall not ship Covered Products to a third party for retail sale
10 in California unless the Covered Product complies with Section 3.2 or, for Children's Products,
11 Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of this Consent Judgment. After the Final
12 Compliance Date, no Settling Defendant shall: (i) manufacture; (ii) ship; or (iii) sell or offer for
13 sale, Covered Products for retail sale in California unless the Covered Product complies with
14 Section 3.2 or, for Children's Products, Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of
15 this Consent Judgment. Each Settling Defendant shall provide the requirements of this Consent
16 Judgment to its Suppliers of Covered Products no later than June 30, 2006, and shall request each
17 Supplier to use best efforts to provide compliant product as soon as commercially practicable.

18 3.2 General Reformulation Requirements. Covered Products that are not Children's
19 Products or Body Piercing Jewelry, shall be made entirely from Class 1, Class 2, and Class 3
20 Components, or any combination thereof, as these terms are defined below and in Exhibit B.

21 3.2.1 A "Class 1 Component" is the portion of a Covered Product that contains
22 one or more of the following materials:

23 3.2.1.1 Stainless and surgical steels.

24 3.2.1.2 Karat gold.

25 3.2.1.3 Sterling silver.

26 3.2.1.4 Platinum, palladium, iridium, ruthenium, rhodium, or osmium
27 ("platinum group metals").

28 3.2.1.5 Natural and cultured pearls.

1 3.2.1.6 Glass, ceramic, and crystal decorative components (e.g., cat's eye,
2 cubic zirconia (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonné).

3 3.2.1.7 Any gemstone that is cut and polished for ornamental purposes
4 except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite,
5 phosgenite, samarskite, vanadinite, and wulfenite.

6 3.2.1.8 Elastic, fabric, ribbon, rope, and string with no intentionally-added
7 lead and not otherwise listed as a Class 2 component.

8 3.2.1.9 Natural decorative materials (e.g., amber, bone, coral, feathers, fur,
9 horn, leather, shell, wood) that are in their natural state or are treated in a way that does not add
10 lead.

11 3.2.1.10 Adhesives.

12 3.2.2 A "Class 2 Component" is the portion of a Covered Product that contains
13 one or more of the following materials:

14 3.2.2.1 Metal alloys with less than 10 percent lead by weight ("88 metal")
15 that are electroplated with suitable under and finish coats and that are plated utilizing the Best
16 Management Practices described in Exhibit C. For Covered Products shipped by a Settling
17 Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in California,
18 and for products sold or offered for retail sale in California by a Settling Defendant after August
19 31, 2009, this standard shall be metal alloys with less than 6 percent lead by weight ("92 metal")
20 that are electroplated with suitable under and finish coats and that are plated utilizing the Best
21 Management Practices described in Exhibit C.

22 3.2.2.2 Unplated metal containing less than 1.5 percent lead that is not
23 defined as a Class 1 Component.

24 3.2.2.3 Plastic or rubber (e.g., acrylic, polystyrene, plastic beads/stones, and
25 polyvinyl chloride (PVC)) containing less than 0.06 percent (600 parts per million) lead. For
26 Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a
27 third party for retail sale in California, and for products sold or offered for retail sale in California
28

1 by a Settling Defendant after August 31, 2009, this standard shall be no more than 0.02 percent
2 (200 ppm) lead by weight

3 3.2.2.4 Dyes and Surface Coatings containing less than 0.06 percent (600
4 parts per million) lead. For purposes of this Consent Judgment, "Surface Coating" shall carry the
5 same meaning as "Paint or other similar surface coating" under 16 CFR § 1303.2(b)(1) ("Paint and
6 other similar surface-coating materials means a fluid, semi-fluid, or other material, with or without
7 a suspension of finely divided coloring matter, which changes to a solid film when a thin layer is
8 applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term does not
9 include printing inks or those materials which actually become a part of the substrate, such as the
10 pigment in a plastic article, or those materials which are actually bonded to the substrate, such as
11 by electroplating or ceramic glazing.").

12 3.2.3 A "Class 3 Component" is any part of a Covered Product that is not a
13 Class 1 or Class 2 Component. Class 3 Components must contain less than 0.06 percent (600
14 parts per million) lead.

15 3.3 **Children's Products.** Children's Products shall be made entirely from:

16 3.3.1 Non-metallic materials that are Class 1 Components;

17 3.3.2 Non-metallic materials that are Class 2 Components;

18 3.3.3 Metallic materials that are either Class 1 Components or contain less than
19 0.06 percent (600 parts per million) lead;

20 3.3.4 Glass or crystal decorative components that weigh in total no more than
21 1.0 gram, excluding any such glass or crystal decorative components that contain less than 0.02
22 percent (200 parts per million) lead and have no intentionally added lead.

23 3.3.5 Printing inks or ceramic glazes that contain less than 0.06 percent (600
24 parts per million) lead;

25 3.3.6 Class 3 Components that contain less than 0.02 percent (200 parts per
26 million) lead; or

27 3.3.7 Any combination thereof.

28

1 3.4 **Body Piercing Jewelry.** Body Piercing Jewelry shall be made of one of the
2 following materials:

3 3.4.1 Surgical Implant Stainless Steel

4 3.4.2 Surgical Implant grades of Titanium

5 3.4.3 Niobium (Nb)

6 3.4.4 Solid 14 karat or higher white or yellow nickel-free gold

7 3.4.5 Solid platinum

8 3.4.6 A dense low porosity plastic such as Tygon or PTFE with no intentionally
9 added lead.

10 **4. ENFORCEMENT**

11 4.1 **General Enforcement Provisions.** The Attorney General, CEH, or AYS may, by
12 motion or application for an order to show cause before this Court, enforce the terms and
13 conditions contained in this Consent Judgment, subject to the following:

14 4.1.1 Any action to enforce the terms of Section 3 of this Consent Judgment
15 shall be brought exclusively pursuant to this Section 4.

16 4.1.2 The Attorney General may enforce the provisions of this Consent
17 Judgment as to any Settling Defendant.

18 4.1.3 Subject to Section 4.1.4, CEH and AYS may each enforce the provisions
19 of this Consent Judgment as to the CEH Defendants and AYS Defendants, respectively.

20 4.1.4 No action to enforce this Consent Judgment may be brought by CEH or
21 AYS unless the Attorney General either joins in such action or provides written non-objection to
22 the proposed enforcement proceedings at the conclusion of the meet-and-confer requirement of
23 Section 4.2.3. The Attorney General agrees to provide either a written objection or written non-
24 objection to a proposed enforcement proceeding within 15 days of receipt of a written request for
25 such a response from CEH or AYS, provided that the Attorney General may extend such 15 day
26 response time by a single extension of an additional 15 days by writing to the requesting party.
27 The fact that the Attorney General provides a written non-objection shall not be construed as
28 endorsement of or concurrence in an enforcement action. Any written non-objection shall be

1 admissible in court only if a Settling Defendant challenges the right of CEH or AYS to enforce
2 this Consent Judgment for failure to obtain the written non-objection.

3 4.2 Enforcement of Materials Violation.

4 4.2.1 Notice of Violation. In the event that, at any time following the
5 Compliance Date, the Attorney General, CEH, or AYS ("Notifying Person") identifies one or
6 more Covered Products that the Notifying Person believes in good faith do not comply with
7 Section 3 of this Consent Judgment, the Notifying Person may issue a Notice of Violation
8 pursuant to this Section

9 4.2.2 Service of Notice of Violation and Supporting Documentation.

10 4.2.2.1 The Notice of Violation shall be served on any Settling Defendant(s)
11 that the Notifying Person knows offered the Covered Product for retail sale in California. The
12 Notice of Violation shall also be served on any Settling Defendant that is a Supplier of the
13 Covered Products identified by Brand Names listed on Exhibit E for the Covered Product(s) in
14 question.

15 4.2.2.2 The Notice of Violation shall be sent to the person(s) identified in
16 Exhibit F to receive notices for such Settling Defendant(s), and must be served within 45 days of
17 the date the alleged violation(s) was or were observed.

18 4.2.2.3 The Notice of Violation shall, at a minimum, set forth for each
19 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which
20 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to
21 the alleged violation, and (d) all test data obtained by the Notifying Person regarding the Covered
22 Product and supporting documentation sufficient for validation of the test results, including all
23 laboratory reports, quality assurance reports and quality control reports associated with testing of
24 the Covered Products. Such Notice of Violation shall be based upon test data that meets the
25 criteria of Exhibit D. Wipe, swiipe, and swab testing are not sufficient to support a Notice of
26 Violation.

27 4.2.2.4 The Notifying Person shall promptly make available for inspection
28 and/or copying upon request all supporting documentation related to the testing of the Covered

1 Products and associated quality control samples, including chain of custody records, all laboratory
2 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all
3 printouts from all analytical instruments relating to the testing of Covered Product samples and
4 any and all calibration, quality assurance, and quality control tests performed or relied upon in
5 conjunction with the testing of the Covered Products, obtained by or available to the Notifying
6 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if
7 available, any exemplars of Covered Products tested.

8 **4.2.3 Notice of Election of Response.** No more than 30 days after receiving a
9 Notice of Violation, the Settling Defendant shall provide written notice to the Notifying Person
10 whether it elects to contest the allegations contained in a Notice of Violation ("Notice of
11 Election").

12 **4.2.3.1** If a Notice of Violation is contested the Notice of Election shall
13 include all then-available documentary evidence regarding the alleged violation, including all test
14 data, if any. If a Settling Defendant or Notifying Person later acquires additional test or other data
15 regarding the alleged violation, it shall notify the other party and promptly provide all such data or
16 information to the party. Any test data used to rebut a Notice of Violation shall meet the criteria
17 of Exhibit D.

18 **4.2.3.2** If a Notice of Violation is not contested, the Notice of Election shall
19 include a description of the Settling Defendant's corrective action pursuant to Section 4.2.6. The
20 Notice of Election shall include the name, address, telephone number, and other contact
21 information, of the Settling Defendant's Supplier(s) of each Covered Product identified in the
22 Notice of Violation, and any other Settling Defendant to whom it sold any Covered Product(s)
23 identified in the Notice of Violation.

24 **4.2.4 Meet and Confer.** If a Notice of Violation is contested, the Notifying
25 Person, the Attorney General, and all affected Settling Defendants shall meet and confer to attempt
26 to resolve their dispute. Within 30 days of serving a Notice of Election contesting a Notice of
27 Violation, and if no enforcement action has been filed, the Settling Defendant may withdraw the
28 original Notice of Election contesting the violation and serve a new Notice of Election conceding

1 the violation. If no informal resolution of a Notice of Violation results, the Notifying Person may,
2 by motion or order to show cause before the Superior Court of Alameda, seek to enforce the terms
3 and conditions contained in this Consent Judgment. In any such proceeding, the Attorney
4 General, CEH, and AYS may seek whatever fines, costs, penalties, or remedies are provided by
5 law for failure to comply with the Consent Judgment.

6 4.2.5 **Non-Contested Matters.** If the Settling Defendant elects not to contest
7 the allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section
8 4.2.6 and shall make any contributions required by Section 4.2.7.

9 4.2.6 **Corrective Action in Non-Contested Matters.** A Settling Defendant that
10 elects not to contest the allegation shall include in its Notice of Election a detailed description of
11 corrective action that it has undertaken or proposes to undertake to remove the Covered Product(s)
12 identified in the Notice of Violation for sale in California. Corrective action must include
13 instructions to the Settling Defendant's stores and/or its customers that offer the Covered Product
14 for sale to consumers to cease offering the Covered Product(s) identified in the Notice of Violation
15 for sale in California as soon as practicable. The Settling Defendant shall make available to the
16 Notifying Person for inspection and/or copying records and correspondence regarding the
17 corrective action. If there is a dispute over the corrective action, the Parties shall meet and confer
18 pursuant to Section 4.2.4 before seeking any remedy in court.

19 4.2.7 **Required Contributions to Proposition 65 Jewelry Testing Fund in**
20 **Non-Contested Matters.** The Settling Defendant shall be required to make a contribution to the
21 Proposition 65 Jewelry Testing Fund as specified below:

22 4.2.7.1 If the Settling Defendant serves a Notice of Election not to contest
23 the allegations in a Notice of Violation within 15 days of receipt of the Notice of Violation, it shall
24 not be required to make any contributions pursuant to this Section.

25 4.2.7.2 If the Settling Defendant serves a Notice of Election not to contest
26 the allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the
27 Notice of Violation, the Settling Defendant shall make a required contribution in the amount of
28 \$2,500.00 for each Supplier from whom it purchased the Covered Product(s) identified in any

1 Notices of Violation served within a 30-day period. A Settling Defendant retailer is not required
2 to make any payment pursuant to this Section for a Notice of Violation that is served less than six
3 months after the Final Compliance Date.

4 4.2.7.3 If the Settling Defendant withdraws a Notice of Election contesting
5 the violation and serves a new Notice of Election not to contest the allegations in a Notice of
6 Violation within 60 days after receipt of the Notice of Violation, and before any enforcement
7 action concerning the violations alleged in the Notice of Violation is filed, the Settling Defendant
8 shall make a required contribution in the amount of \$7,500.00 for each Supplier from whom it
9 purchased the Covered Product(s) identified in any Notices of Violation served within a 30-day
10 period.

11 4.2.7.4 The contributions shall be paid within 15 days of service of a Notice
12 of Election.

13 4.2.7.5 A Settling Defendant's liability for required contributions shall be
14 limited as follows:

15 4.2.7.5.1 A Settling Defendant
16 that is a Supplier to one or more retailers shall be liable for one
17 required contribution within any 30-day period, regardless of the
18 number of retailers to whom the Covered Product is distributed.

19 4.2.7.5.2 If more than one
20 Settling Defendant has manufactured, sold, or distributed a Covered
21 Product identified in a Notice of Violation, only one required
22 contribution may be assessed against all Settling Defendants
23 potentially liable therefor in any 30-day period, in the following
24 order of priority: (1) Manufacturers; (2) Importers; (3) Distributors,
25 and (4) Retailers.

26 4.2.7.5.3 A Settling Defendant's
27 monetary liability to make required contributions under Section
28 4.2.7.2 shall be limited to \$5,000 for each 30-day period. A Settling

1 Defendant's monetary liability to make required contributions under
2 Section 4.2.7.3 shall be limited to \$15,000 for each 30-day period.

3 4.2.7.6 If a Settling Defendant has paid either of the payments set forth in
4 Sections 4.2.7.2 and 4.2.7.3 more than six times in any 18-month period, or more than three times
5 in any 12-month period for Covered Products sold to the Settling Defendant from the same
6 Supplier then, at the Notifying Person's option, the Notifying Person may seek whatever fines,
7 costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

8 4.2.8 Limitation on Liability. The liability of a Settling Defendant that elects
9 not to contest a Notice of Violation shall be limited to the contributions required by Section 4.2.7.

10 5. PAYMENTS

11 5.1 Payments by Initial Settling Defendants. Within fifteen days of the Effective
12 Date: (i) each Initial Settling Defendant or group of Initial Settling Defendants identified by a
13 separate number on Exhibit A shall pay the sum of \$25,000; and (ii) each Affiliate Settling
14 Defendant listed on Exhibit A shall pay the sum of \$10,000, for an aggregate payment of
15 \$1,875,000. The settlement payment shall be by check made payable to the Lexington Law
16 Group, LLP Attorney Client Trust Account. The funds paid by the Initial Settling Defendants
17 shall be aggregated and distributed as follows:

18 5.1.1 The sum of \$250,000 shall be paid to the Proposition 65 Jewelry Testing
19 Fund, to be used for the purpose of obtaining and testing of Covered Products, and for the purpose
20 of preparing and compiling the information and documentation to support a Notice of Violation,
21 pursuant to sections 4.2.2.3 and 4.2.2.4.

22 5.1.2 The sum of \$246,853 as payment to private Plaintiffs in lieu of penalty
23 pursuant to Health and Safety Code section 25249.7(b), and California Code of Regulations, title
24 11, section 3202(b), to be distributed as follows:

25 5.1.2.1 The sum of \$186,511 to CEH. CEH shall use such funds to continue
26 its work educating and protecting people from exposures to toxic chemicals, including heavy
27 metals. CEH shall submit a proposal to the Attorney General for use of the funds, approval of
28 which shall not be unreasonably withheld.

1 5.1.2.2 The sum of \$60,342 to AYS. AYS shall use such funds to continue
2 its work educating and protecting people from exposures to toxic chemicals, including heavy
3 metals. AYS shall submit a proposal to the Attorney General for use of the funds, approval of
4 which shall not be unreasonably withheld.

5 5.1.3 As reimbursement of Plaintiffs' attorney's fees and investigation costs, as
6 follows:

7 5.1.3.1 The sum of \$383,993 to the Office of California Attorney General.

8 5.1.3.2 The sum of \$811,870 to CEH.

9 5.1.3.3 The sum of \$ 82,284 to AYS.

10 5.1.4 The amount of \$100,000 as a civil penalty pursuant to Health and Safety
11 Code section 25249.7(b), and California Code of Regulations, title 11, section 3202(b). The civil
12 penalty shall be distributed entirely from settlement proceeds paid for by the Initial Settling
13 Vendors, however this allocation shall not change the amount paid by each Settling Defendant
14 under Section 5.1. The \$25,000 portion of the \$100,000 penalty allocated pursuant to Health and
15 Safety Code Section 25192(a)(2) shall be divided as follows: \$13,250 to CEH; \$9,500 to the
16 Office of the California Attorney General; and \$2,250 to AYS.

17 5.1.5 All funds paid to the Attorney General pursuant to Sections 5.1.3.1,
18 5.2.1.3.3, and 5.2.1.4 shall be placed in an interest-bearing special Deposit Fund established by the
19 Attorney General. Those funds, including any interest derived therefrom, shall be used by the
20 Attorney General, until all funds are exhausted, for the costs and expenses associated with the
21 enforcement and implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986
22 ("Proposition 65"), including investigations, enforcement actions, other litigation or activities as
23 determined by the Attorney General to be reasonably necessary to carry out his duties and
24 authority under Proposition 65. Such funding may be used for the costs of the Attorney General's
25 investigation, filing fees, and other court costs, payment to expert witnesses and technical
26 consultants, purchase of equipment, travel, purchase of written materials, laboratory testing,
27 sample collection, or any other cost associated with the Attorney General's duties or authority
28 under Proposition 65. Funding placed in the Special Deposit Fund pursuant to this Section, and

1 any interest derived therefrom, shall solely and exclusively augment the budget of the Attorney
2 General's Office and in no manner shall supplant or cause any reduction of any portion of the
3 Attorney General's budget.

4 **5.2 Payments by Add-On Defendants.** Within 45 days of the Effective Date, each
5 Add-On Settling Defendant shall pay the sum of \$40,000. The settlement payment shall be made
6 by two checks consisting of one check in the amount of \$17,500 to Defendants' Liaison Counsel,
7 payable to the Fulbright & Jaworski L.L.P. Client Trust Account, and one check in the amount of
8 \$22,500 payable to the Lexington Law Group, LLP Attorney Client Trust Account. If the Add-On
9 Settling Defendant is identified in Section 1.3 as a "Non-Settling Defendant," then it shall pay an
10 additional \$5,000, by adding \$2,500 to the payment to Defendants' Liaison Counsel and \$2,500 to
11 the payment to the Lexington Law Group, LLP Attorney Client Trust Account.

12 **5.2.1** The funds paid by the Add-On Settling Defendants to Lexington Law
13 Group, LLP Attorney Client Trust Account, and any excess funds remitted by Defendants Liaison
14 Counsel pursuant to Section 5.2.2.4, shall be aggregated and distributed as follows:

15 **5.2.1.1** The amount of \$5,000 shall be paid by each Add-On Settling
16 Defendant as a civil penalty pursuant to Health and Safety Code section 25249.7(b), and
17 California Code of Regulations, title 11, section 3202(b). The \$1,250 portion of each \$5,000
18 penalty payment allocated pursuant to Health and Safety Code Section 25192(a)(2) shall be
19 divided as follows: \$662 to CEH; \$475 to the Office of the California Attorney General; and \$113
20 to AYS.

21 **5.2.1.2** The amount of \$1,500 shall be paid by each Add-On Settling
22 Defendant to the Proposition 65 Jewelry Testing Fund, to be used for the purpose of obtaining and
23 testing of Covered Products, and for the purpose of preparing and compiling the information and
24 documentation to support a Notice of Violation, pursuant to sections 4.2.2.3 and 4.2.2.4.

25 **5.2.1.3** As payment to private Plaintiffs in lieu of penalty pursuant to Health
26 and Safety Code section 25249.7(b), and California Code of Regulations, title 11, section 3202(b),
27 to be distributed as follows:

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5.2.1.3.1 The sum of \$95,200 to CEH. CEH shall use such funds to continue its work educating and protecting people from exposures to toxic chemicals, including heavy metals. CEH shall submit a proposal to the Attorney General for use of the funds, approval of which shall not be unreasonably withheld.

5.2.1.3.2 The sum of \$13,600 to AYS. AYS shall use such funds to continue its work educating and protecting people from exposures to toxic chemicals, including heavy metals. AYS shall submit a proposal to the Attorney General for use of the funds, approval of which shall not be unreasonably withheld.

5.2.1.3.3 The sum of \$27,200 to the Office of the California Attorney General. The California Attorney General shall use such funds for the purpose of obtaining experts and consultants, and for other costs associated with the investigation and prosecution of other actions under Proposition 65.

5.2.1.4 As reimbursement of Plaintiffs' attorney's fees and investigation

costs, as follows:

5.2.1.4.1 The sum of \$74,256 to the Office of California Attorney General.

5.2.1.4.2 The sum of \$54,672 to CEH.

5.2.1.4.3 The sum of \$7,072 to AYS.

5.2.2 The funds paid by the Add-On Settling Defendants to Defendants' Liaison Counsel shall be aggregated and distributed to the Initial Settling Defendants for reimbursement of Settlement-Related Costs that have inured to the benefit of all Settling Defendants. The funds received by Initial Settling Defendants pursuant to this Section comprise a small percentage of the Initial Settling Defendants' actual Settlement Related Costs. The Attorney General has reviewed these Settlement Related Costs and applied the guidelines contained in 22 California Code of Regulations section 3201, subdivisions (d) and (e), and determined that they are reasonable.

1 Distribution of funds for reimbursement of Settlement Related Costs shall be made pursuant to the
2 following:

3 5.2.2.1 Distribution of funds under this Section shall be apportioned
4 \$137,683 to the Initial Settling Vendors and \$159,817 to the Initial Retailer Settling Defendants.

5 5.2.2.2 The Settlement Related Costs that qualify for reimbursement
6 pursuant to this section include the following:

7 5.2.2.2.1 No more than \$93,492
8 for sums paid to the mediator who presided over negotiations
9 leading to this Consent Judgment;

10 5.2.2.2.2 No more than \$479,737
11 for sums paid for experts in toxicology, metallurgy and testing
12 necessary for the development of compliance standards;

13 5.2.2.2.3 No more than \$492,500
14 for sums paid for legal counsel who participated in the mediation
15 leading to this Consent Judgment. These sums shall be subject to
16 the following limitations:

17 (a) \$7,500 to each Initial Settling Vendor

18 (b) \$10,000 to each Initial Retailer Settling

19 Defendant whose counsel participated in the Retailers' Mediation Committee, as identified on
20 Exhibit A.

21 (c) \$2,500 to each other Initial Retailer Settling

22 Defendant.

23 5.2.2.3 The funds identified Sections 5.2.2.2.1 and 5.2.2.2.2 shall be
24 distributed to each Initial Settling Vendor and each Initial Retailer Settling Defendant per capita,
25 or in such other manner as the Initial Settling Vendors and/or Initial Retailer Settling Defendants
26 shall agree among themselves, provided that no Initial Settling Defendant may recover payments
27 in excess of its actual Settlement Related Costs.
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1 5.2.2.4 Within 15 days after receiving the last add-on payments, and no
2 later than 45 days after notice of entry of the Consent Judgment, Defendants' Liaison Counsel
3 shall remit to Lexington Law Group, LLP Attorney Client Trust Account any funds collected
4 pursuant to Section 5.2.2 that exceed the cap of \$1,065,729. Such excess funds shall be
5 apportioned among the plaintiffs pursuant to Section 5.2.1.

6 **6. MODIFICATION AND DISPUTE RESOLUTION**

7 6.1 **Modification.** This Consent Judgment may be modified from time to time by
8 express written agreement of the Parties, with the approval of the Court, or by an order of this
9 Court upon motion and in accordance with law.

10 6.2 **Modification to Reflect Add-On Defendants.** The Attorney General and
11 Defendants' Liaison Counsel may jointly file with the Court an amended Consent Judgment that
12 incorporates any modifications to Sections 1.2 and 5.2 and Exhibits A, E, and F reflecting the
13 incorporation of Add-On Defendants to this Consent Judgment pursuant to the Stipulation for
14 Entry of Judgment. The amended Consent Judgment shall be filed and served on all Parties. If no
15 Party objects within 15 days of service thereof, the Court will enter the Amended Consent
16 Judgment and this Consent Judgment will be deemed so amended.

17 6.3 **Subsequent Legislation.** If, subsequent to the Effective Date, legislation is
18 adopted that addresses the lead content of Covered Products sold in California, any Party shall be
19 entitled to request that the court modify this Consent Judgment for good cause shown.

20 6.4 **Reopeners.** The Parties may seek to reopen the requirements of Section 3 as to
21 Covered Products other than Children's Products as follows:

22 6.4.1 **Limited Reopener of Component Designation for Certain**
23 **Components.** The parties acknowledge that the materials described in Sections 3.2.1.8 and
24 3.2.1.9 are not generally known to contain or expose users to lead and, as such, have been
25 designated as Class 1 Components. The Attorney General, or AYS or CEH with the written non-
26 opposition of the Attorney General, may seek to modify this Consent Judgment by seeking the re-
27 designation of any material described in Sections 3.2.1.8 and 3.2.1.9 from Class 1 Component to a
28 Class 2 Component with a lead standard for such material, if, subsequent to the Effective Date, the

1 Attorney General, AYS, or CEH obtain information that demonstrates that such material contains,
2 lead and that the use of the material in any Covered Product exposes users of the Covered Product
3 to lead in an amount greater than 0.5 micrograms per day.

4 **6.4.2 Reopener for Class 3 Components.** Any Party may seek to modify this
5 Consent Judgment by seeking to designate a Class 3 Component as a Class 1 Component or as a
6 Class 2 Component with a lead specification standard.

7 **6.4.3 Required Showing to Obtain Reopeners.** A reopener pursuant to
8 Sections 6.4.1 or 6.4.2 shall be granted if the court finds the following:

9 **6.4.3.1** A Class 3 Component shall be redesignated as a Class 1 Component
10 if the moving party demonstrates that such material does not contain lead, or that the use of the
11 material in any Covered Product does not expose users of the Covered Product to lead in an
12 amount greater than 0.5 micrograms per day.

13 **6.4.3.2** A Class 3 Component, and the materials described in Sections
14 3.2.1.8 and 3.2.1.9, shall be redesignated as a Class 2 Component with a lead specification
15 standard if the moving party demonstrates that use of such material at or below the standard does
16 not expose average users of the Covered Product to lead in an amount greater than 0.5 micrograms
17 per day.

18 **6.5 Extension of Shipping Compliance Date.** A Settling Defendant that is a Supplier
19 may request an extension of any Shipping Compliance Date applicable to a Covered Product
20 under Section 3 if the Supplier can demonstrate to the Attorney General that it cannot comply with
21 the Shipping Compliance Date despite all commercially reasonable efforts to comply. Any
22 extension provided pursuant to this Section shall be conditioned upon a showing that any retailers
23 to whom the Supplier will sell the Covered Product will be able to comply with the applicable
24 Final Compliance Date(s), and all such retailers shall be considered affected Parties under
25 Section 6.6.

26 **6.6 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
27 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
28 modify the Consent Judgment.

1 **7. CLAIMS COVERED AND RELEASE**

2 7.1 This Consent Judgment is a full, final, and binding resolution between the People,
3 CEH, AYS, and Settling Defendants, their parents, shareholders, divisions, subdivisions,
4 subsidiaries, partners, sister companies and their successors and assigns (“Defendant Releasees”),
5 and all entities to whom they distribute or sell Covered Products, including but not limited to
6 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees
7 (“Downstream Defendant Releasees”), of any violation of Proposition 65, Business & Professions
8 Code sections 17200 et seq., or any other statutory or common law claims that have been or could
9 have been asserted in the public interest or on behalf of the general public against Settling
10 Defendants, Defendant Releasees, and Downstream Defendant Releasees, regarding the failure to
11 warn about exposure to chromium, lead, and nickel arising in connection with Covered Products
12 manufactured, distributed, or sold by Settling Defendants prior to the Effective Date, or any claim
13 based on the facts or conduct alleged in the Complaint, or facts similar to those alleged, whether
14 based on actions committed by Settling Defendants, Defendant Releasees, or Downstream
15 Defendant Releasees. Compliance with the terms of this Consent Judgment by Settling
16 Defendants and Defendant Releasees, resolves any issue from the Effective Date into the future
17 concerning compliance by Settling Defendants, Defendant Releasees and Downstream Defendant
18 Releasees regarding failure to warn about exposure to chromium, lead, and nickel arising in
19 connection with Covered Products manufactured, distributed or sold by Settling Defendants after
20 the Effective Date. This Section shall not apply to any Supplier that is not a Settling Defendant
21 unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

22 7.2 The People, CEH, and AYS, for themselves and acting on behalf of the public
23 interest pursuant to Health and Safety Code § 25249.7(d) and the general public pursuant to
24 Business and Professions Code § 17204, release, waive, and forever discharge any and all claims
25 against each Settling Defendant, Defendant Releasee, and Downstream Defendant Releasee
26 arising from any violation of Proposition 65, Business & Professions Code sections 17200 et seq.,
27 or any other statutory or common law claims that have been or could have been asserted in the
28 public interest or on behalf of the general public regarding the failure to warn about exposure to

1 chromium, lead, and nickel arising in connection with Covered Products manufactured, distributed
2 or sold by Settling Defendants prior to or after the Effective Date, or any claim based on the facts
3 or conduct alleged in the Complaint, or facts similar to those alleged. This Section shall not apply
4 to any Supplier that is not a Settling Defendant unless such Supplier is a parent, subsidiary, or
5 sister company of a Settling Defendant.

6 7.3 A Covered Product sold by a Related Company identified on Exhibit A that
7 complies with the standards set forth in Section 3.2 shall be deemed to be sold in compliance with
8 the warning requirement of Proposition 65 for chromium, lead, and nickel.

9 7.4 Nothing in this Section 7 shall release, or in any way affect any rights that any
10 Settling Defendant might have against any other party, whether or not that party is a Settling
11 Defendant.

12 8. PROVISION OF NOTICE

13 8.1 When any party is entitled to receive any notice under this Consent Judgment, the
14 notice shall be sent by certified mail and electronic mail to the Party(ies) identified in Exhibit F.
15 Any party may modify the person and address to whom the notice is to be sent by sending each
16 other party notice by certified mail and/or other verifiable form of written communication.

17 9. COURT APPROVAL

18 9.1 This Consent Judgment shall become effective upon entry by the Court (the
19 "Effective Date").

20 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
21 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

22 10. GOVERNING LAW AND CONSTRUCTION

23 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California.

25 10.2 The Parties, including their counsel, have participated in the preparation of this
26 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
27 Consent Judgment was subject to revision and modification by the Parties and has been accepted
28 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or

1 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
2 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
3 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
4 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
5 this regard, the Parties hereby waive California Civil Code section 1654.

6 **11. ATTORNEY'S FEES**

7 11.1 A party who unsuccessfully brings or contests an action arising out of this Consent
8 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs
9 unless the unsuccessful party has acted with substantial justification. For purposes of this Consent
10 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
11 Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

12 11.2 Notwithstanding Section 11.1, a party who prevails in a contested enforcement
13 action brought pursuant to Section 4 may seek an award of attorney's fees pursuant to Code of
14 Civil Procedure § 1021.5 against a party that acted with substantial justification. The party
15 seeking such an award shall bear the burden of meeting all of the elements of § 1021.5, and this
16 provision shall not be construed as altering any procedural or substantive requirements for
17 obtaining such an award.

18 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of
19 sanctions pursuant to law.

20 **12. ENTIRE AGREEMENT**

21 12.1 This Consent Judgment contains the sole and entire agreement and understanding
22 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
23 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
24 and therein. There are no warranties, representations, or other agreements between the Parties
25 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
26 other than those specifically referred to in this Consent Judgment have been made by any Party
27 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
28 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,

1 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the
2 Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be
3 deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar,
4 nor shall such waiver constitute a continuing waiver.

5 **13. RETENTION OF JURISDICTION**

6 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
7 Consent Judgment.

8 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

9 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
10 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
11 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

12 **15. EXECUTION IN COUNTERPARTS**

13 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by
14 means of facsimile, which taken together shall be deemed to constitute one document.

15 IT IS SO STIPULATED:

16 Dated: _____, 2006 17 18 19 20	BILL LOCKYER ATTORNEY GENERAL By _____ EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
21 Dated: _____, 2006 22 23 24	CENTER FOR ENVIRONMENTAL HEALTH By _____

Original signatures of Initial Settling Parties appear in the
Consent Judgment entered on February 21, 2006.

15. EXECUTION IN COUNTERPARTS

15.1 The stipulations in this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

Dated: , 2006	BILL LOCKYER ATTORNEY GENERAL
	By EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH
	By _____
Dated: , 2006	AS YOU SOW
	By _____
Dated: , 2006	ALJ ENTERPRISES, INC.
	By _____
Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC.
	By _____

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- 25 -

CONSENT JUDGMENT

IT IS SO STIPULATED:

Dated: 1/25 , 2006	BILL LOCKYER ATTORNEY GENERAL
	By <i>[Signature]</i> EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH
	By _____
Dated: , 2006	AS YOU SOW
	By _____
Dated: , 2006	ALJ ENTERPRISES, INC.
	By _____
Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC.
	By _____
Dated: , 2006	RAINBOW APPAREL DISTRIBUTION CENTER CORP.
	By _____

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- 25 -

CONSENT JUDGMENT

IT IS SO STIPULATED:

1		
2	Dated: .2006	BILL LOCKYER ATTORNEY GENERAL
3		
4		
5		By HARRISON POLLAK DEPUTY ATTORNEY GENERAL
6		
7	Dated: 1/10, 2006	CENTER FOR ENVIRONMENTAL HEALTH
8		
9		By <i>[Signature]</i>
10		
11	Dated: .2006	AS YOU SOW
12		
13		By _____
14		
15	Dated: .2006	ALLI, ENTERPRISES, INC.
16		
17		By _____
18		
19	Dated: .2006	RAINBOW APPAREL OF AMERICA, INC.
20		
21		By _____
22		
23	Dated: .2006	RAINBOW APPAREL DISTRIBUTION CENTER CORP.
24		
25		By _____
26		
27		
28		

15. EXECUTION IN COUNTERPARTS

15.1 The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

5	Dated: .2006	BILL LOCKYER ATTORNEY GENERAL
6		
7		By EDWARD G. WEL SUPERVISING DEPUTY ATTORNEY GENERAL
8		
9		
10		
11	Dated: .2006	CENTER FOR ENVIRONMENTAL HEALTH
12		
13		By _____
14		
15	Dated: 1/25, 2006	AS YOU SOW
16		
17		By <i>[Signature]</i> LARRY FRANK, REGULATING DIRECTOR
18		
19	Dated: .2006	ALLI ENTERPRISES, INC.
20		
21		By _____
22		
23	Dated: .2006	RAINBOW APPAREL OF AMERICA, INC.
24		
25		By _____
26		
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1 IT IS SO STIPULATED:

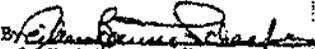
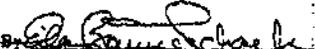
2 Dated: , 2006	BILL LOCKYER ATTORNEY GENERAL
3	
4	
5	By _____
6	HARRISON POLLAK DEPUTY ATTORNEY GENERAL
7 Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH
8	
9	By _____
10	
11 Dated: , 2006	AS YOU SOW
12	
13	By _____
14	
15 Dated: January 16, 2006	AMJ, ENTERPRISES, INC.
16	
17	By _____
18	<i>Steph. Chabon, Vice President</i>
19 Dated: January 18, 2006	RAINBOW APPAREL OF AMERICA, INC.
20	
21	By _____
22	<i>Steph. Chabon, Vice President</i>
23 Dated: January 18, 2006	RAINBOW APPAREL DISTRIBUTION CENTER CORP.
24	
25	By _____
26	<i>Steph. Chabon, Vice President</i>
27	
28	

24
CONSENT AGREEMENT

1 Dated: January 4, 2006	THE NEW 5-4-9 AND BEYOND, INC.
2	
3	
4	By _____
5	<i>Steph. Chabon, Vice President</i>
6 Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION
7	
8	By _____
9	
10 Dated: , 2006	CSI DISTRIBUTING CORP.
11	
12	By _____
13	
14 Dated: , 2006	CLAIRE'S BOUTIQUES, INC.
15	
16	By _____
17	
18 Dated: , 2006	CHARLOTTE KUSSE, INC.
19	
20	By _____
21	
22 Dated: , 2006	COST PLUS, INC.
23	
24	By _____
25	
26	
27	
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-25-
CONSENT AGREEMENT

1	Dated: , 2006	THE NEW 5-7-9 AND BEYOND, INC.
2		
3		By _____
4		
5	Dated: 1/12, 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION
6		
7		By 
8		Special Agent in Charge
9		General Attorney
10	Dated: , 2006	CBI DISTRIBUTING CORP.
11		
12		By _____
13		
14	Dated: , 2006	CLAIRE'S BOUTIQUES, INC.
15		
16		By _____
17		
18	Dated: , 2006	CHARLOTTE RUSSE, INC.
19		
20		By _____
21		
22	Dated: , 2006	COST PLUS, INC.
23		
24		By _____
25		
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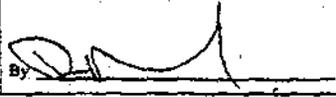
1	Dated: , 2006	THE NEW 5-7-9 AND BEYOND, INC.
2		
3		By _____
4		
5	Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION
6		
7		By _____
8		
9		
10	Dated: January 18, 2006	CBI DISTRIBUTING CORP.
11		
12		By 
13		Co-Chief Security Officer
14	Dated: January 19, 2006	CLAIRE'S BOUTIQUES, INC.
15		
16		By 
17		Co-Chief Security Officer
18	Dated: , 2006	CHARLOTTE RUSSE, INC.
19		
20		By _____
21		
22	Dated: , 2006	COST PLUS, INC.
23		
24		By _____
25		
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1	Dated: , 2006	THE NEW 5-7-9 AND BEYOND, INC.
2		
3		
4		By _____
5	Dated: , 2006	BURLINGTON COAT FACTORY
6		WAREHOUSE CORPORATION
7		
8		
9		By _____
10	Dated: , 2006	CEI DISTRIBUTING CORP.
11		
12		
13		By _____
14	Dated: , 2006	CLAIRE'S BOUTIQUES, INC.
15		
16		
17		By _____
18	Dated: 1/12, 2006	CHARLOTTE RUSSE, INC.
19		
20		By <u>3</u> _____
21		
22	Dated: , 2006	COST PLUS, INC.
23		
24		
25		By _____
26		
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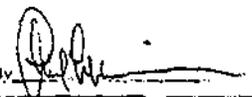
-25-
CONSENT JUDGMENT

1	Dated: Jan 13, 2006	EXPRESS, LLC
2		
3		
4		By <u>Joseph L. Williams</u>
5	Dated: Jan 13, 2006	THE LIMITED STORES, INC.
6		
7		
8		By <u>Joseph L. Williams</u>
9	Dated: Jan 13, 2006	VICTORIA'S SECRET STORES, LLC
10		
11		
12		By <u>Joseph L. Williams</u>
13	Dated: Jan 13, 2006	VICTORIA'S SECRET DIRECT, LLC
14		
15		
16		By <u>Joseph L. Williams</u>
17	Dated: , 2006	FEDERATED DEPARTMENT STORES, INC.
18		
19		
20		By _____
21	Dated: , 2006	MACY'S WEST, INC.
22		
23		
24		By _____
25		
26		
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-25-
CONSENT JUDGMENT

1	Dated: .2006	EXPRESS, LLC
2		
3		
4		By _____
5	Dated: .2006	LIMITED STORES
6		
7		
8		By _____
9	Dated: .2006	VICTORIA'S SECRET STORES
10		
11		
12		By _____
13	Dated: .2006	VICTORIA'S SECRET DIRECT
14		
15		
16		By _____
17	Dated: .2006	VICTORIA'S SECRET BEAUTY
18		
19		
20		By _____
21	Dated: .2006	FEDERATED DEPARTMENT STORES, INC.
22		
23		
24		By _____
25		
26		
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-26-
 CONSENT JUDGMENT

1	Dated: <i>January 12</i> , 2006	MACY'S WEST, INC.
2		
3		
4		By 
5	Dated: .2006	FEDERATED RETAIL HOLDINGS, INC.
6		
7		
8		By _____
9	Dated: .2006	FOREVER 21, INC.
10		
11		
12		By _____
13	Dated: .2006	FOREVER 21 RETAIL, INC.
14		
15		
16		By _____
17	Dated: .2006	GOTTSCHALKS, INC.
18		
19		
20		By _____
21	Dated: .2006	GROUP USA APPAREL, INC.
22		
23		
24		By _____
25		
26		
27		
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-27-
 CONSENT JUDGMENT

Dated: , 2006	MACY'S WEST, INC. By _____
Dated: 1/13 , 2006	FEDERATED RETAIL HOLDINGS, INC. D/B/A ROBINSONS-MAY <i>RR</i> By: Bernard Powers, Senior Vice President
Dated: , 2006	FOREVER 21, INC. By _____
Dated: , 2006	FOREVER 21 RETAIL, INC. By _____
Dated: , 2006	GOTTSCHALKS, INC. By _____
Dated: , 2006	GROUP USA APPAREL, INC. By _____

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THE WALT DISNEY STORES CO.
 FOREVER 21, INC. and
 FOREVER 21 RETAIL, INC.

[Handwritten signature]

-27-

FOR AND DEPT

1	Dated: , 2006	MACY'S WEST, INC.
2		
3		
4		By _____
5	Dated: , 2006	FEDERATED RETAIL HOLDINGS, INC.
6		
7		
8		By _____
9	Dated: , 2006	FOREVER 21, INC.
10		
11		
12		By _____
13	Dated: , 2006	FOREVER 21 RETAIL, INC.
14		
15		
16		By _____
17	Dated: JAN 11, 2006	GOTTSCHALKS, INC.
18		
19		
20		By <i>[Signature]</i>
21	Dated: , 2006	GROUP USA APPAREL, INC.
22		
23		
24		By _____
25		
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1		
2	Dated: , 2006	MACY'S WEST, INC.
3		
4		By _____
5	Dated: , 2006	FEDERATED RETAIL HOLDINGS, INC.
6		
7		
8		By _____
9	Dated: , 2006	FOREVER 21, INC.
10		
11		
12		By _____
13	Dated: , 2006	FOREVER 21 RETAIL, INC.
14		
15		
16		By _____
17	Dated: , 2006	GOTTSCHALKS, INC.
18		
19		
20		By _____
21	Dated: JAN 12, 2006	GROUP USA APPAREL, INC.
22		
23		
24		By <i>[Signature]</i>
25		
26		
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1	Dated: , 2006	HOT TOPIC, INC.
2		
3		
4		By 
5	Dated: , 2006	HUB DISTRIBUTING, INC.
6		
7		
8		By _____
9	Dated: , 2006	J.C. PENNEY CORPORATION, INC.
10		
11		
12		By _____
13	Dated: , 2006	KOHL'S CORPORATION
14		
15		
16		By _____
17	Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
18		
19		
20		By _____
21	Dated: , 2006	KMART CORPORATION
22		
23		
24		By _____
25		
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-2-

CONSENT AGREEMENT

Dated: , 2006	HOT TOPIC, INC.
	By _____
Dated: , 2006	HUB DISTRIBUTING, INC.
	By  WILLIAM LANGSDORF SENIOR VICE PRESIDENT
Dated: , 2006	J.C. PENNEY CORPORATION, INC.
	By _____
Dated: , 2006	KOHL'S CORPORATION
	By _____
Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
	By _____
Dated: , 2006	KMART CORPORATION
	By _____

1	Dated: . 2006	HUB DISTRIBUTING, INC.
2		By _____
3		
4	Dated: <i>Jan 10, 2006</i>	J.C. PENNEY CORPORATION, INC.
5		By <i>Cindy D. Course</i>
6		
7		
8	Dated: . 2006	KOHL'S CORPORATION
9		By _____
10		
11	Dated: . 2006	KOHL'S DEPARTMENT STORES, INC.
12		By _____
13		
14	Dated: . 2006	KMART CORPORATION
15		By _____
16		
17	Dated: . 2006	JOE BOXER COMPANY, INC.
18		By _____
19		
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Department of Labor
IN WASHINGTON FIELD

2503272

1	Dated: . 2006	HOT TOPIC, INC.
2		By _____
3		
4	Dated: . 2006	HUB DISTRIBUTING, INC.
5		By _____
6		
7		
8	Dated: . 2006	J.C. PENNEY CORPORATION, INC.
9		By _____
10		
11	Dated: <i>Jan. 10, 2006</i>	KOHL'S CORPORATION
12		By <i>Peggy Echenari</i>
13		<i>Product Development</i>
14		
15	Dated: <i>Jan. 10, 2006</i>	KOHL'S DEPARTMENT STORES, INC.
16		By <i>Peggy Echenari</i>
17		<i>Product Development</i>
18		
19	Dated: . 2006	KMART CORPORATION
20		By _____
21		
22		
23		
24		
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11/26/2006

1	Dated: , 2006	HUB DISTRIBUTING, INC.
2		By _____
3		
4	Dated: , 2006	J.C. PENNEY CORPORATION, INC.
5		By _____
6		
7	Dated: , 2006	KOHL'S CORPORATION
8		By _____
9		
10	Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
11		By _____
12		
13	Dated: JANUARY 11, 2006	KMART CORPORATION
14		By <u>MARY T. KYLE</u>
15		
16	Dated: , 2006	JOE BOXER COMPANY, INC.
17		By _____
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DOCUMENT PREPARED ON RECYCLED PAPER

33023277.2

1	Dated: , 2006	HUB DISTRIBUTING, INC.
2		By _____
3		
4	Dated: , 2006	J.C. PENNEY CORPORATION, INC.
5		By _____
6		
7	Dated: , 2006	KOHL'S CORPORATION
8		By _____
9		
10	Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
11		By _____
12		
13	Dated: , 2006	KMART CORPORATION
14		By _____
15		
16	Dated: JAN 19, 2006	JOE BOXER COMPANY, INC. - ASSIGNED TO: IP HOLDINGS LLC
17		By <u>[Signature]</u>
18		Warren Clamen, President
19		IP Holdings and Management Corp.
20		Its Sole Manager
21		
22		
23		
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DOCUMENT PREPARED ON RECYCLED PAPER

33023277.2

1	Dated: , 2006	[REDACTED]
2		
3		By _____
4		
5	Dated: January 17, 2006	SEARS ROEBUCK AND CO.
6		
7		By <u>MORLEY T. JENKINS</u>
8		
9	Dated: , 2006	LANE BRYANT, INC.
10		
11		By _____
12	Dated: , 2006	LERNER NEW YORK, INC.
13		
14		By _____
15		
16	Dated: , 2006	LIMITED TOO STORE PLANNING, INC.
17		
18		By _____
19		
20	Dated: , 2006	TOO, INC.
21		
22		By _____

1	Dated: , 2006	JOE BOXER COMPANY, INC.
2		
3		
4		By _____
5	Dated: , 2006	[REDACTED]
6		
7		
8		By _____
9	Dated: , 2006	SEARS ROEBUCK AND CO.
10		
11		
12		By _____
13	Dated: Jan. 10, 2006	LANE BRYANT, INC.
14		
15		
16		By _____
17		<u>Linda M. Madson, Vice President</u>
18	Dated: , 2006	LERNER NEW YORK, INC.
19		
20		By _____
21		
22	Dated: , 2006	LIMITED TOO STORE PLANNING, INC.
23		
24		By _____

1	Dated: , 2006	JOE BOXER COMPANY, INC.
2		
3		
4		By _____
5	Dated: , 2006	XXXXXXXXXXXXXXXXXXXX
6		
7		
8		By _____
9	Dated: , 2006	SEARS ROEBUCK AND CO.
10		
11		
12		By _____
13	Dated: , 2006	LANE BRYANT, INC.
14		
15		
16		By _____
17	Dated: Sept. , 2006	LERNER NEW YORK, INC.
18		
19		
20		By <i>Thomas Lord</i>
21	Dated: , 2006	LIMITED TOO STORE PLANNING, INC.
22		
23		
24		By _____
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-25-

CONSENT JUDGMENT

1	Dated: , 2006	XXXXXXXXXXXXXXXXXXXX
2		
3		By _____
4		
5	Dated: , 2006	SEARS ROEBUCK AND CO.
6		
7		By _____
8		
9	Dated: , 2006	LANE BRYANT, INC.
10		
11		By _____
12	Dated: , 2006	LERNER NEW YORK, INC.
13		
14		By _____
15		
16	Dated: <i>4/17</i> , 2006	LIMITED TOO STORE PLANNING, INC.
17		
18		By <i>William May</i>
19		
20	Dated: <i>4/17</i> , 2006	TOO, INC.
21		
22		By <i>William May</i>
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-29-

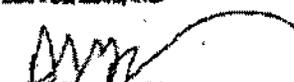
CONSENT JUDGMENT

1	Dated: . 2006	TOO, INC.
2		
3		
4		By _____
5	Dated: <i>February 17, 2006</i>	LONGS DRUG STORES CALIFORNIA, INC.
6		Senior Vice President and
7		General Counsel
8		By <i>William J. [Signature]</i>
9	Dated: . 2006	MERVYN'S, LLC
10		
11		
12		By _____
13	Dated: . 2006	NORDSTROM, INC.
14		
15		
16		By _____
17	Dated: . 2006	ROSS STORES, INC.
18		
19		
20		By _____
21	Dated: . 2006	STYLES FOR LESS, INC.
22		
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24		By _____
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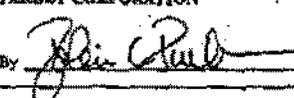
1	Dated: . 2006	TOO, INC.
2		
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4		By _____
5	Dated: . 2006	LONGS DRUG STORES CALIFORNIA, INC.
6		
7		
8		By _____
9	Dated: . 2006	MERVYN'S, LLC
10		
11		
12		By <i>[Signature]</i>
13	Dated: . 2006	NORDSTROM, INC.
14		
15		
16		By _____
17	Dated: . 2006	ROSS STORES, INC.
18		
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20		By _____
21	Dated: . 2006	STYLES FOR LESS, INC.
22		
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1	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
2		By _____
3		
4		
5	Dated: , 2006	MERVYN'S, LLC
6		By _____
7		
8		
9	Dated: , 2006	NORDSTROM, INC.
10		By <i>Margaret Meyer</i>
11		
12	Dated: , 2006	ROSS STORES, INC.
13		By _____
14		
15		
16	Dated: , 2006	STYLES FOR LESS, INC.
17		By _____
18		
19	Dated: , 2006	TARGET CORPORATION
20		By _____
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1	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
2		By _____
3		
4		
5	Dated: , 2006	MERVYN'S, LLC
6		By _____
7		
8		
9	Dated: , 2006	NORDSTROM, INC.
10		By _____
11		
12	Dated: , 2006	ROSS STORES, INC.
13		By <i>Mark S. Asanar</i>
14		GENERAL COUNSEL & SENIOR VICE PRESIDENT
15		
16	Dated: , 2006	STYLES FOR LESS, INC.
17		By _____
18		
19	Dated: , 2006	TARGET CORPORATION
20		By _____
21		
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1	Dated: , 2006	TOO, INC.
2		
3		By _____
4		
5	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
6		
7		By _____
8		
9	Dated: , 2006	MERVYN'S, LLC
10		
11		By _____
12		
13	Dated: , 2006	NORDSTROM, INC.
14		
15		By _____
16		
17	Dated: , 2006	ROSS STORES, INC.
18		
19		By _____
20		
21	Dated: 1-24 - 2006	STYLES FOR LESS, INC.
22		
23		By 
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CONSENT JUDGMENT

1	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
2		
3		By _____
4		
5	Dated: , 2006	MERVYN'S, LLC
6		
7		By _____
8		
9	Dated: , 2006	NORDSTROM, INC.
10		
11		By _____
12		
13	Dated: , 2006	ROSS STORES, INC.
14		
15		By _____
16		
17	Dated: , 2006	STYLES FOR LESS, INC.
18		
19		By _____
20		
21	Dated: Jan. 12, 2006	TARGET CORPORATION
22		By 
23		
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- 30 -
CONSENT JUDGMENT

1	Dated: , 2006	TARGET CORPORATION
2		
3		
4		By _____
5	Dated: January 9, 2006	THE BUCKLE, INC.
6		
7		
8		By <u>Kevin B. Pharis</u>
9	Dated: , 2006	TOYS "R" US, INC.
10		
11		
12		By _____
13	Dated: , 2006	WALGREEN CO.
14		
15		
16		By _____
17	Dated: , 2006	WALGREEN CO.
18		
19		
20		By _____
21	Dated: , 2006	THE WALT DISNEY WORLD CO.
22		
23		
24		By _____
25		
26		
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1	Dated: , 2006	THE BUCKLE, INC.
2		
3		
4		By _____
5	Dated: January 23, 2006	TOYS "R" US, INC.
6		
7		By <u>Edward J. Hancock</u>
8		<u>S. L. Gilling - Internal Records</u>
9	Dated: , 2006	WALGREEN CO.
10		
11		By _____
12	Dated: , 2006	WALGREEN CO.
13		
14		By _____
15	Dated: , 2006	WALT DISNEY WORLD CO.
16		
17		
18		By _____
19	Dated: , 2006	THE WET SEAL, INC.
20		
21		
22		By _____
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1	Dated: . 2006	TARGET CORPORATION
2		By _____
3	Dated: . 2006	THE BUCKLE, INC.
4		By _____
5	Dated: . 2006	TOYS "R" US, INC.
6		By _____
7	Dated: <i>June 11</i> , 2006	WALGREEN CO.
8		By <i>Arthur J. [Signature]</i>
9	Dated: . 2006	_____
10		By _____
11	Dated: . 2006	THE WALT DISNEY WORLD CO.
12		By _____

-31-
CONSENT JUDGMENT

1	Dated: . 2006	THE BUCKLE, INC.
2		By _____
3	Dated: . 2006	TOYS "R" US, INC.
4		By _____
5	Dated: . 2006	WALGREEN CO.
6		By _____
7	Dated: . 2006	_____
8		By _____
9	Dated: <i>1/12</i> , 2006	WALT DISNEY WORLD CO.
10		By <i>[Signature]</i>
11	Dated: . 2006	THE WET SEAL, INC.
12		By _____

- 11 -
CONSENT JUDGMENT

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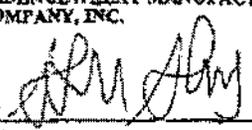
Dated: , 2006	THE BUCKLE, INC. By _____
Dated: , 2006	TOYS "R" US, INC. By _____
Dated: , 2006	WALGREEN CO. By _____
Dated: , 2006	██████████ By _____
Dated: , 2006	WALT DISNEY WORLD CO. By _____
Dated: Jan. 24, 2006	THE WET SEAL, INC. AND DBA ARDEN B By <u>John Luttrell</u> John Luttrell, Chief Financial Officer

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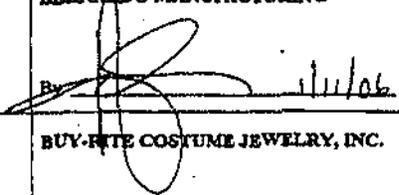
Dated: Jan 24, 2006	THE WET SEAL RETAIL, INC. AND DBA ARDEN B By <u>John Luttrell</u> John Luttrell, Chief Financial Officer
Dated: , 2006	ZUMIEZ, INC. By _____
Dated: , 2006	ADINA, INC. By _____
Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC. By _____
Dated: , 2006	BALLET JEWELS, L.L.C. By _____
Dated: , 2006	BERNARDO MANUFACTURING By _____

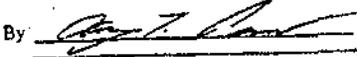
1	Dated: , 2006	THE WET SEAL, INC.
2		
3		
4		By _____
5	Dated: , 2006	THE WET SEAL RETAIL, INC.
6		
7		
8		By _____
9	Dated: , 2006	ZUMIEZ, INC.
10		
11		By <u>B. Morris</u>
12		
13	Dated: , 2006	ADINA, INC.
14		
15		
16		By _____
17	Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.
18		
19		
20		By _____
21		
22	Dated: , 2006	BALLET JEWELS, L.L.C.
23		
24		
25		By _____
26		
27		
28		

1	Dated: , 2006	THE WET SEAL, INC.
2		
3		
4		By _____
5	Dated: , 2006	THE WET SEAL RETAIL, INC.
6		
7		
8		By _____
9	Dated: , 2006	ZUMIEZ, INC.
10		
11		
12		By _____
13	Dated: 1/10, 2006	ADINA, INC.
14		
15		By <u>Zer Reja</u>
16		
17	Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.
18		
19		
20		By _____
21		
22	Dated: , 2006	BALLET JEWELS, L.L.C.
23		
24		
25		By _____
26		
27		
28		

1	Dated: . 2006	THE WET SEAL, INC.
2		
3		
4		By _____
5	Dated: . 2006	THE WET SEAL RETAIL, INC.
6		
7		
8		By _____
9	Dated: . 2006	ZUMIEZ, INC.
10		
11		
12		By _____
13	Dated: . 2006	ADINA, INC.
14		
15		
16		By _____
17	Dated: 1/9 . 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.
18		
19		
20		
21		By 
22	Dated: . 2006	BALLET JEWELS, L.L.C.
23		
24		
25		By _____
26		
27		
28		

1	Dated: . 2006	THE WET SEAL, INC.
2		
3		
4		By _____
5	Dated: . 2006	THE WET SEAL RETAIL, INC.
6		
7		
8		By _____
9	Dated: . 2006	ZUMIEZ, INC.
10		
11		
12		By _____
13	Dated: . 2006	ADINA, INC.
14		
15		
16		By _____
17	Dated: . 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.
18		
19		
20		
21		By _____
22	Dated: 1/10 . 2006	BALLET JEWELS, L.L.C.
23		
24		
25		By  COLLEGE BROTHERHOOD MEMBER
26		
27		
28		

1	Dated: 11/11, 2006	BERNARDO MANUFACTURING
2		
3		
4		By  11/11/06
5	Dated: , 2006	BUY-RITE COSTUME JEWELRY, INC.
6		
7		
8		By _____
9	Dated: , 2006	BUY-RITE DESIGNS, INC.
10		
11		
12		By _____
13	Dated: , 2006	CAROL DAUPLAISE, LTD.
14		
15		
16		By _____
17	Dated: , 2006	CAROL FOR EVA GRAHAM, INC.
18		
19		
20		By _____
21	Dated: , 2006	CAROL INCORPORATED
22		
23		
24		By _____

1	Dated: , 2006	BERNARDO MANUFACTURING
2		
3		
4		By _____
5	Dated: <i>January 9</i> , 2006	BUY-RITE COSTUME JEWELRY, INC.
6		
7		
8		By 
9	Dated: , 2006	BUY-RITE DESIGNS, INC.
10		
11		
12		By _____
13	Dated: , 2006	CAROL DAUPLAISE, LTD.
14		
15		
16		By _____
17	Dated: , 2006	CAROL FOR EVA GRAHAM, INC.
18		
19		
20		By _____
21	Dated: , 2006	CAROL INCORPORATED
22		
23		
24		By _____

1	Dated: , 2006	BERNARDO MANUFACTURING
2		
3		By _____
4	Dated: , 2006	BUY-RITE COSTUME JEWELRY, INC.
5		
6		By _____
7	Dated: , 2006	BUY-RITE DESIGNS, INC.
8		
9		By <u><i>George M. H.</i></u>
10	Dated: , 2006	CAROL DAUPLAISE, LTD.
11		
12		By _____
13	Dated: , 2006	CAROL FOR EVA GRAHAM, INC.
14		
15		By _____
16	Dated: , 2006	CAROL INCORPORATED
17		
18		By _____
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1	Dated: , 2006	BERNARDO MANUFACTURING
2		
3		By _____
4	Dated: , 2006	BUY-RITE COSTUME JEWELRY, INC.
5		
6		By _____
7	Dated: , 2006	BUY-RITE DESIGNS, INC.
8		
9		By _____
10	Dated: 1/11 , 2006	CAROL DAUPLAISE, LTD.
11		
12		By <u><i>Carol Dauplaise</i></u>
13	Dated: , 2006	CAROL FOR EVA GRAHAM, INC.
14		
15		By _____
16	Dated: , 2006	CAROL INCORPORATED
17		
18		By _____
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

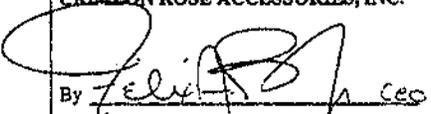
Dated: January 10 , 2006	CAROL FOR EVA GRAHAM, INC. <i>Carol Graham</i> By CAROL FOR EVA GRAHAM _____
Dated: , 2006	CAROLE INCORPORATED By _____
Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE By _____
Dated: , 2006	CATHERINE STEIN DESIGNS, INC. By _____
Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC. By _____
Dated: , 2006	DANECRAFT, INC. By _____
Dated: , 2006	ERICA LYONS

1/10/2006

Dated: , 2006	CAROL FOR EVA GRAHAM, INC. By _____
Dated: Jan. 9 , 2006	CAROLE INCORPORATED By <i>[Signature]</i>
Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE By _____
Dated: , 2006	CATHERINE STEIN DESIGNS, INC. By _____
Dated: , 2006	CRIMZON ROSE By _____
Dated: , 2006	DANECRAFT, INC. By _____

1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		
3		
4		By <u>Eugene Feola</u>
5		Eugene Feola, Vice President
6	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
7		
8		By _____
9		
10	Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC.
11		
12		By _____
13		
14	Dated: , 2006	DANECRAFT, INC.
15		
16		By _____
17		
18	Dated: , 2006	ERICA LYONS
19		
20		By _____
21		
22	Dated: , 2006	FAD TREASURES
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		
3		
4		By _____
5		
6	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
7		
8		By <u>Catherine Stein</u>
9		
10	Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC.
11		
12		By _____
13		
14	Dated: , 2006	DANECRAFT, INC.
15		
16		By _____
17		
18	Dated: , 2006	ERICA LYONS
19		
20		By _____
21		
22	Dated: , 2006	FAD TREASURES
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		
3		
4		By _____
5		
6	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
7		
8		By _____
9		
10	Dated: January 11, 2006	CRIMZON ROSE ACCESSORIES, INC.
11		
12		By _____
13		
14	Dated: , 2006	DANECRAFT, INC.
15		
16		By _____
17		
18	Dated: , 2006	ERICA LYONS
19		
20		By _____
21		
22	Dated: , 2006	FAD TREASURES
23		
24		By _____
25		
26		
27		
28		

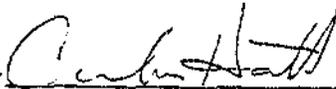
1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		
3		
4		By _____
5		
6	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
7		
8		By _____
9		
10	Dated: , 2006	CRIMZON ROSE
11		
12		By _____
13		
14	Dated: 1/12, 2006	DANECRAFT, INC.
15		
16		By 
17		
18	Dated: , 2006	ERICA LYONS
19		
20		By _____
21		
22	Dated: , 2006	FAD TREASURES
23		
24		By _____
25		
26		
27		
28		

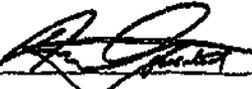
1	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
2		
3		By _____
4		
5	Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC.
6		
7		By _____
8		
9	Dated: , 2006	DANECRAFT, INC.
10		
11		By _____
12	Dated: , 2006	ERICA LYONS
13		By <u><i>Susan Lyons</i></u>
14		
15	Dated: , 2006	FAD TREASURES
16		
17		By _____
18		
19	Dated: , 2006	P.A.F., INC.
20		
21		By _____
22		
23		
24		
25		
26		
27		
28		

1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		
3		By _____
4		
5	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
6		
7		By _____
8		
9	Dated: , 2006	CRIMZON ROSE
10		
11		By _____
12		
13	Dated: , 2006	DANECRAFT, INC.
14		
15		By _____
16		
17	Dated: , 2006	ERICA LYONS
18		
19		By _____
20		
21	Dated: <u>1/11</u> , 2006	FAD TREASURES
22		
23		By <u><i>[Signature]</i></u>
24		
25		
26		
27		
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1	Dated: 1/11, 2006	F.A.F., INC.
2		By 
3		
4		
5	Dated: , 2006	FASHION ACCENTS, INC.
6		
7		
8		By _____
9	Dated: , 2006	FIESTA JEWELRY, INC.
10		
11		
12		By _____
13	Dated: , 2006	FINESSE NOVELTY CORPORATION, D/B/A ACCESSORY SOLUTIONS AND AMBIANCE ACCESSORY
14		
15		
16		
17		By _____
18	Dated: , 2006	GIGI ACCESSORIES
19		
20		
21		By _____
22	Dated: , 2006	HABITAT, INC.
23		
24		
25		By _____
26		
27		
28		

1	Dated: , 2006	F.A.F., INC.
2		
3		
4		By _____
5	Dated: Jan. 10, 2006	FASHION ACCENTS, INC.
6		
7		
8		By 
9	Dated: , 2006	FIESTA JEWELRY, INC.
10		
11		
12		By _____
13	Dated: , 2006	FINESSE NOVELTY CORPORATION
14		
15		
16		By _____
17	Dated: , 2006	GIGI ACCESSORIES
18		
19		
20		By _____
21	Dated: , 2006	HABITAT, INC.
22		
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	F.A.F., INC.
2		
3		
4		By _____
5	Dated: , 2006	FASHION ACCENTS, INC.
6		
7		
8		By _____
9	Dated: 1/9, 2006	FIESTA JEWELRY, INC.
10		
11		By 
12		
13	Dated: , 2006	FINESSE NOVELTY CORPORATION
14		
15		
16		By _____
17	Dated: , 2006	GIGI ACCESSORIES
18		
19		
20		By _____
21	Dated: , 2006	HABITAT, INC.
22		
23		
24		By _____
25		
26		
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28		

1	Dated: , 2006	FASHION ACCENTS, INC.
2		
3		By _____
4		
5	Dated: , 2006	FIESTA JEWELRY, INC.
6		
7		By _____
8		
9	Dated: January 13, 2006	FINESSE NOVELTY CORP., D/B/A ACCESSORY SOLUTIONS, AMBIANCE ACCESSORY, AND JEWELRY SALES
10		
11		By 
12		
13	Dated: , 2006	GIGI ACCESSORIES
14		
15		By _____
16		
17	Dated: , 2006	HABITAT, INC.
18		
19		By _____
20		
21	Dated: , 2006	JJAMZ, INC.
22		
23		By _____
24		
25		
26		
27		
28		

Dated:	. 2006	F.A.F., INC.	
		By	
Dated:	. 2006	FASHION ACCENTS, INC.	
		By	
Dated:	. 2006	FIESTA JEWELRY, INC.	
		By	
Dated:	. 2006	FINESSE NOVELTY CORPORATION	
		By	
Dated:	. 2006	GIGI ACCESSORIES	
		By 	
Dated:	. 2006	HABITAT, INC.	
		By	
Dated:	. 2006	JJAMZ, INC.	
		By	
Dated:	. 2006	XAM ASSOCIATES, L.P.	

1	Dated:	. 2006	FASHION ACCENTS, INC.
2			
3			
4			By _____
5	Dated:	. 2006	FIESTA JEWELRY, INC.
6			
7			By _____
8			
9	Dated:	. 2006	FINESSE NOVELTY CORP., D/B/A ACCESSORY SOLUTIONS AND AMBIANCE ACCESSORY
10			
11			By _____
12			
13	Dated:	. 2006	GIGI ACCESSORIES
14			
15			By _____
16			
17	Dated:	1/17, 2006	HABITAT, INC.
18			
19			By <u>MScl</u>
20			
21	Dated:	. 2006	JJAMZ, INC.
22			
23			By _____
24			
25			
26			
27			
28			

1	Dated: , 2006	JJAMZ, INC.
2		
3		
4		By _____
5	Dated: , 2006	K&M ASSOCIATES, L.P.
6		
7		
8		By _____
9	Dated: 1/10, 2006	KENILWORTH CREATIONS
10		
11		
12		By <u><i>Eric S. [Signature]</i></u>
13	Dated: , 2006	KERISSA CREATIONS
14		
15		
16		By _____
17	Dated: , 2006	KEY ITEM SALES, INC.
18		
19		
20		By _____
21	Dated: , 2006	LIZ CLAIBORNE, INC.
22		
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	JJAMZ, INC.
2		
3		
4		By _____
5	Dated: , 2006	K&M ASSOCIATES, L.P.
6		
7		
8		By _____
9	Dated: , 2006	KENILWORTH CREATIONS
10		
11		
12		By _____
13	Dated: 1/13/06, 2006	KERISSA CREATIONS
14		
15		
16		By <u><i>[Signature]</i></u>
17	Dated: , 2006	KEY ITEM SALES, INC.
18		
19		
20		By _____
21	Dated: , 2006	LIZ CLAIBORNE, INC.
22		
23		
24		By _____
25		
26		
27		
28		

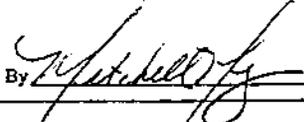
1	Dated: , 2006	JJAMZ, INC.
2		
3		
4		By _____
5	Dated: , 2006	K&M ASSOCIATES, L.P.
6		
7		
8		By _____
9	Dated: , 2006	KENILWORTH CREATIONS
10		
11		
12		By _____
13	Dated: , 2006	KERISSA CREATIONS
14		
15		
16		By _____
17	Dated: <i>Jan 12</i> , 2006	KEY ITEM SALES, INC.
18		
19		By <i>Shelie Regan</i>
20		
21	Dated: , 2006	LIZ CLAIBORNE, INC.
22		
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	JJAMZ, INC.
2		
3		
4		By _____
5	Dated: , 2006	K&M ASSOCIATES, L.P.
6		
7		
8		By _____
9	Dated: , 2006	KENILWORTH CREATIONS
10		
11		
12		By _____
13	Dated: , 2006	KERISSA CREATIONS
14		
15		
16		By _____
17	Dated: , 2006	KEY ITEM SALES, INC.
18		
19		
20		By _____
21	Dated: <i>January 12</i> , 2006	LIZ CLAIBORNE, INC.
22		
23		By <i>[Signature]</i>
24		
25		
26		
27		
28		

1	Dated: Jan 13, 2006	HASKELL JEWELS, LTD.
2		
3		
4		By <u>Leahelle Falt</u>
5	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
6		
7		
8		By _____
9		
10	Dated: , 2006	ORION FASHIONS, INC.
11		
12		By _____
13		
14	Dated: , 2006	RAINBOW SALES INCORPORATED
15		
16		By _____
17		
18	Dated: , 2006	JEWELRY FASHIONS, INC.
19		
20		By _____
21		
22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	HASKELL JEWELS, LTD.
2		
3		
4		By _____
5	Dated: 1/10, 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
6		
7		
8		By <u>Matthew Berry</u>
9		
10	Dated: , 2006	ORION FASHIONS, INC.
11		
12		By _____
13		
14	Dated: , 2006	RAINBOW SALES INCORPORATED
15		
16		By _____
17		
18	Dated: , 2006	JEWELRY FASHIONS, INC.
19		
20		By _____
21		
22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	HASKELL JEWELS, LTD.
2		
3		
4		By _____
5	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
6		
7		
8		By _____
9		
10	Dated: JAN 11, 2006	ORION FASHIONS, INC.
11		
12		By 
13		
14	Dated: , 2006	RAINBOW SALES INCORPORATED
15		
16		By _____
17		
18	Dated: , 2006	JEWELRY FASHIONS, INC.
19		
20		By _____
21		
22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	HASKELL JEWELS, LTD.
2		
3		
4		By _____
5	Dated: , 2006	MJM JEWELRY CORP.
6		
7		
8		By _____
9		
10	Dated: , 2006	ORION FASHIONS, INC.
11		
12		By _____
13		
14	Dated: JAN 11, 2006	RAINBOW SALES INCORPORATED
15		
16		By 
17		
18	Dated: , 2006	JEWELRY FASHIONS, INC.
19		
20		By _____
21		
22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	HASKELL JEWELS, LTD.
2		
3		
4		By _____
5	Dated: , 2006	M/M JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
6		
7		
8		By _____
9		
10	Dated: , 2006	ORION FASHIONS, INC.
11		
12		By _____
13		
14	Dated: , 2006	RAINBOW SALES INCORPORATED
15		
16		By _____
17		
18	Dated: JAN. 12, 2006	JEWELRY FASHIONS, INC.
19		
20		By <i>[Signature]</i>
21		
22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	M/M JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
2		
3		
4		By _____
5	Dated: , 2006	ORION FASHIONS, INC.
6		
7		By _____
8		
9	Dated: , 2006	RAINBOW SALES INCORPORATED
10		
11		By _____
12		
13	Dated: , 2006	JEWELRY FASHIONS, INC.
14		
15		By _____
16	Dated: 1/12/06, 2006	SCORPIO ACCESSORIES, LLC
17		
18		By <i>[Signature]</i>
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20	Dated: , 2006	SHALOM INTERNATIONAL, CORP.
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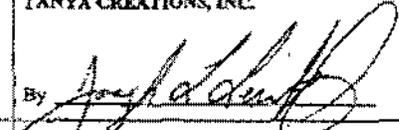
1	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
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3		By _____
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5	Dated: , 2006	ORION FASHIONS, INC.
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7		By _____
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9	Dated: , 2006	RAINBOW SALES INCORPORATED
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11		By _____
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13	Dated: , 2006	JEWELRY FASHIONS, INC.
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15		By _____
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17	Dated: , 2006	SCORPIO ACCESSORIES, LLC
18		
19		By _____
20	Dated: 1/17, 2006	SHALOM INTERNATIONAL, CORP. Edward S. Shalom, CFO
21		By <i>Edward S. Shalom</i>
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DOCUMENT PREPARED ON RECYCLED PAPER

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1	Dated: , 2006	SHALOM INTERNATIONAL, CORP.
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3		By _____
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5	Dated: 1/11, 2006	STEPHAN & CO.
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7		By <i>[Signature]</i>
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9	Dated: , 2006	TANYA CREATIONS, INC.
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11		By _____
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13	Dated: , 2006	TSI HOLDING COMPANY
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17	Dated: , 2006	VETTA JEWELRY, INC.
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21	Dated: , 2006	VICTORIA + CO., LTD.
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23		By _____
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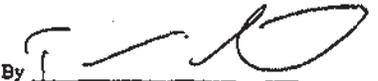
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13	Dated: , 2006	TSI HOLDING COMPANY
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16		By _____
17	Dated: <i>January 10, 2006</i>	VETTA JEWELRY, INC.
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20		By <i>[Signature]</i>
21		<i>MARY WALSH, President</i>
22	Dated: , 2006	VICTORIA + CO., LTD.
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13	Dated: , 2006	TSI HOLDING COMPANY
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16		By _____
17	Dated: , 2006	VETTA JEWELRY, INC.
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20		By _____
21	Dated: <i>1/11, 2006</i>	VICTORIA + CO., LTD.
22		<i>RICHARD M. ANDREOLI</i>
23		<i>President / COO</i>
24		By <i>[Signature]</i>
25		<i>1/11/06</i>
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Dated: Jan. 10, 2006	CATHERINE'S, INC.
	By  Thomas M. Smith, Vice President
Dated: Jan. 10, 2006	FASHION BUG RETAIL COMPANIES, INC.
	By  John J. Sullivan, Vice President

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Dated: 1/11/2006	AEROPOSTALE, INC.
	By 
Dated: , 2006	AMERICAN EAGLE OUTFITTERS, INC.
	By _____

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Dated: , 2006
DD'S DISCOUNTS
By *[Signature]*
GENERAL COUNSEL & SENIOR VICE PRESIDENT

Y5222712

- 41 -
CONSENT JUDGMENT

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Dated: , 2006
DISNEY ENTERPRISES, INC.
By *[Signature]*

Dated: , 2006
THE ASSOCIATED MERCHANDISING CORPORATION
By _____

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- 42 -
CONSENT JUDGMENT

Y5222712

1		
2	Dated: .2006	DISNEY ENTERPRISES, INC.
3		
4		By _____
5	Dated: Jan. 12, 2006	THE ASSOCIATED MERCHANDISING CORPORATION
6		
7		By <u>[Signature]</u>
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2	Dated: Jan 16, 2006	BLOOMINGDALES
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4		By <u>[Signature]</u>
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2	Date: 1/17, 2006	JUSTICE STORES LLC
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4		By <u>Larry A. Boyer</u>
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	INVESTOR'S SIGNATURE	DATE

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2	Date: 20 Dec, 2006	MONDRIAN INTERNATIONAL, INC.
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4		By <u>Vesilakoa</u>
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	INVESTOR'S SIGNATURE	DATE

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Dated: 2006	COST FLYER INC. By <i>[Signature]</i>
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PROPERTY OF
THE BUREAU OF REVENUE

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- 45 -

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PAGE 02
** TOTAL PAGE 02 **

1 In accordance with the terms of the Consent Judgment entered on February 21, 2006, as
2 amended on this date pursuant to the People's Motion to Modify Consent Judgment,

3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**
4

5
6 Dated: JUN 15 2006

ROBERT FREEDMAN

7 Hon.
8 Judge of the Superior Court of the State of California
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EXHIBIT A

1 **Affiliates:** The Limited Stores, Inc.; Victoria's Secret Stores, LLC; and
2 Victoria's Secret Direct, LLC

3 I. Federated Department Stores, Inc.; Macy's West, Inc.; and Federated Retail
4 Holdings, Inc. d/b/a Robinsons-May (sued and served herein as "The May Department Store
5 Company, Inc.") (*Mediation Committee*)

6 **Affiliate:** Bloomingdale's

7 J. Forever 21, Inc. and Forever 21 Retail, Inc.

8 K. Gottschalks, Inc.

9 L. Group USA Apparel, Inc.

10 M. Hot Topic, Inc. (*Mediation Committee*)

11 N. Hub Distributing, Inc.

12 **Related Companies:** Anchor Blue Retail Group, Inc.

13 O. J.C. Penney Corporation, Inc. (*Mediation Committee*)

14 P. Kohl's Corporation and Kohl's Department Stores, Inc.

15 Q. Kmart Corporation; Joe Boxer Company, Inc.; and Sears Roebuck and Co.
16 (*Mediation Committee*)

17 R. Lane Bryant, Inc. (*Mediation Committee*)

18 **Affiliates:** Catherines, Inc. and Fashion Bug Retail Companies, Inc.

19 S. Lerner New York, Inc.

20 T. Limited Too Store Planning, Inc. and Too, Inc. (*Mediation Committee*)

21 **Affiliate:** Justice Stores LLC

22 U. Longs Drug Stores California, Inc.

23 V. Mervyn's, LLC (*Mediation Committee*)

24 W. Monogram International, Inc.

25 X. Nordstrom, Inc. (*Mediation Committee*)

26 Y. Ross Stores, Inc. (*Mediation Committee*)

27 **Affiliate:** dd's DISCOUNTS

28 Z. Styles for Less, Inc.

- 1 AA. Target Corporation (*Mediation Committee*)
2 **Affiliate:** The Associated Merchandising Corporation
3 BB. The Buckle, Inc. (*Mediation Committee*)
4 CC. Toys "R" Us, Inc. (*Mediation Committee*)
5 DD. Walgreen Co.
6 **Related Company:** East-West Distributing Co., a wholly owned subsidiary
7 of Walgreen Co.
8 EE. Walt Disney World Co. (*Mediation Committee*)
9 **Affiliate:** Disney Enterprises, Inc.
10 FF. The Wet Seal, Inc., and The Wet Seal Retail, Inc. (*Mediation Committee*)
11 GG. Zumiez, Inc.

12 **2. INITIAL SETTLING VENDORS**

- 13 A. Adina Inc.
14 B. Arden Jewelry Manufacturing Company, Inc.
15 C. Ballet Jewels L.L.C.
16 D. Bernardo Manufacturing
17 E. Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.
18 F. Carol Dauplaise Ltd.
19 G. Carol for Eva Graham, Inc.
20 H. Carole Inc.
21 I. Retail Brand Alliance, Inc. d/b/a Carolee
22 J. Catherine Stein Designs, Inc.
23 K. Crimzon Rose Accessories, Inc.
24 L. Danecraft, Inc.
25 M. Erica Lyons
26 N. FAD Treasures
27 O. F.A.F, Inc.
28 P. Fashion Accents, Inc.

- 1 Q. Fiesta Jewelry, Inc.
2 R. Finesse Novelty Corp., d/b/a Accessory Solutions, Ambiance Accessory, and
3 Jewelry Sales
4 S. Gigi Accessories
5 T. Habitat, Inc.
6 U. JJamz, Inc.
7 V. K&M Associates, L.P.
8 W. Kenilworth Creations
9 X. Kerissa Creations
10 Y. Key Item Sales, Inc.
11 Z. Liz Claiborne, Inc.
12 AA. Haskell Jewels, LTD
13 BB. MJM Jewelry Corp., d/b/a Berry Jewelry Company
14 CC. Orion Fashions, Inc.
15 DD. Rainbow Sales Incorporated
16 EE. Jewelry Fashions, Inc.
17 FF. Scorpio Accessories, LLC
18 GG. Shalom International Corp.
19 HH. Stephan & Co.
20 II. Tanya Creations, Inc.
21 JJ. Roman Company

22 **Related Company: Sunstone Imports, Inc.**

- 23 KK. Vetta Jewelry, Inc.
24 LL. Victoria + Co. LTD

25 **3. ADD-ON DEFENDANTS**

- 26
27 A. Allison Reed Group, d/b/a P + B Manufacturing/J Roth Enterprises
28 B. Barry-Owens Company, Inc.

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1 C. Cathedral Art Metal Company, Inc.

2 D. Cookie Lee, Inc.

3 E. Fada International Corporation

4 F. Greenbrier International, Inc.

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6 **Related Company: Dollar Tree Stores, Inc.**

7 G. Jonette Jewelry Company

8 H. Lee Mode International Inc.

9 I. Linda & Jay Keane, d/b/a L&J Accessories, Inc.

10 J. QVC, Inc.

11 K. Reebok International LTD

12 L. Rogers Sports Management, Inc., d/b/a Factory Direct International / South Main
13 Designs

14 M. Saks Incorporated

15 N. Sequin, LLC

16 O. The Gap, Inc.

17 P. Uncas Manufacturing Company

18 Q. Vine Products Manufacturing Company

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EXHIBIT B

1 **EXHIBIT B (CLASS 1, 2, AND 3 COMPONENTS AND BODY PIERCING JEWELRY)**

2 **CLASS 1 COMPONENTS**

3 Stainless and surgical steels

4 Karat gold

5 Sterling silver

6 Platinum, palladium, iridium, ruthenium, rhodium, or osmium ("platinum group metals")

7 Natural and cultured pearls.

8 Glass, ceramic, and crystal decorative components (e.g., cat's eye, cubic zirconia
9 (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonne).

10 Any gemstone that is cut and polished for ornamental purposes except the following:
11 aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite, phosgenite,
12 samarskite, vanadinite, and wulfenite.

13 Elastic, fabric, ribbon, rope, and string with no intentional lead and not otherwise listed as
14 a Class 2 component.

15 Natural decorative materials (e.g., amber, bone, coral, feathers, fur, horn, leather, shell,
16 wood) that are in their natural state or are treated in a way that does not add lead.

17 Adhesives

18 **CLASS 2 COMPONENTS**

19

COMPONENT	LEAD CONTENT LIMITS
20 Metal substrates that are electroplated	21 Metal alloys with less than 10 percent 22 lead by weight ("88 metal") *that are 23 electroplated with suitable under and finish 24 coats and that are plated utilizing the Best 25 Management Practices described in Exhibit C. 26 For Covered Products shipped by a Settling 27 Defendant that is a Supplier after December 31, 28 2008 to a third party for retail sale in

1		California, and for products sold or offered for
2		retail sale in California by a Settling Defendant
3		after August 31, 2009, this standard shall be
4		metal alloys with less than 6 percent lead by
5		weight ("92 metal") that are electroplated with
6		suitable under and finish coats and that are
7		plated utilizing the Best Management Practices
8		described in Exhibit C.
9	Unplated metal not defined as Class 1	1.5%
10	Components.	
11	Metal (plated and unplated) used in	0.06% (600 ppm)
12	Children's Products	
13	Plastic/Rubber (e.g., acrylic,	0.06%, (600 ppm). For Covered
14	polystyrene, plastic beads/stones, polyvinyl	Products shipped by a Settling Defendant that
15	chloride (PVC))	is a Supplier after December 31, 2008 to a third
16		party for retail sale in California, and for
17		products sold or offered for retail sale in
18		California by a Settling Defendant after August
19		31, 2009, this standard shall be no more than
20		0.02 percent (200 ppm) lead by weight
21	Dyes and Surface Coatings	0.06% (600 ppm)
22	Printing inks or ceramic glazes used in	0.06% (600 ppm)
23	Children's Products	
24	Glass or crystal decorative components	Total weight no more than 1.0 gram,
25	used in Children's Products	excluding glass or crystal decorative
26		components that contain less than 0.02 percent
27		(200 parts per million) lead and have no
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intentionally added lead.

CLASS 3 COMPONENTS

Class 3 Components shall contain no more than 0.06% lead.

Class 3 Components used in Children's Products shall contain no more than 0.02% lead.

BODY PIERCING JEWELRY

Body Piercing Jewelry shall be made of one of the following materials:

- Surgical Implant Stainless Steel
- Surgical Implant grades of Titanium
- Niobium (Nb)
- Solid 14 karat or higher white or yellow nickel-free gold
- Solid platinum
- A dense low porosity plastic such as Tygon or PTFE with no intentionally added lead

EXHIBIT C

EXHIBIT D

1 **EXHIBIT D (TESTING PROTOCOLS)**

2 The following test methods must be used to determine compliance with the lead standards
3 set forth in this Consent Judgment. A material shall not meet the applicable lead standard if the
4 mean lead level of: (1) one or two samples exceeds 300% of the component specification limit;
5 (2) three samples exceeds 200% of the component specification limit; or (3) four or more samples
6 exceeds the component specification limit.

7 Laboratory sample preparation protocols specific for testing the lead content of jewelry
8 components are not readily available. The sample preparation method used in USEPA Method
9 3050B or Method 3051 shall be followed, as modified in the following table for use with jewelry
10 samples. The laboratory should make every effort to assure that samples removed from jewelry
11 pieces are representative of the component to be tested, and are free of contamination from
12 extraneous dirt and material not related to the jewelry component to be tested. All jewelry
13 component samples shall be washed prior to testing using standard laboratory detergent, rinsed
14 with laboratory reagent grade deionized water, and dried in a clean ambient environment. If
15 components must be cut or scraped to obtain a sample, then metal snips, scissors, or other cutting
16 tools used must be made of stainless steel and washed and rinsed before each use and between
17 samples.

18 Samples should be digested in containers that are known to be free of lead using acids that
19 are not contaminated by lead. Analytical Reagent grade digestion acids and reagent grade
20 deionized water are required. Method Blanks, consisting of all reagents used in sample
21 preparation handled, digested and made to volume in the same exact manner and in the same
22 container type as samples, shall be tested with each group of 20 or fewer samples tested. The
23 results for the Method Blank shall be reported with each group of sample results, and shall be
24 below the stated reporting limit for sample results to be considered valid.

25 All jewelry components samples shall be prepared for testing in accordance with USEPA
26 Method 3050B or 3051, with the following additional notes and exceptions:
27
28

COMPONENT	NOTES AND EXCEPTIONS
Metals plated with suitable undercoats and finish coats	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.1% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Unplated metal and metal substrates not defined as Class 1 Components.	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.01% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Polyvinyl chloride (PVC)	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion, and should be chopped or comminuted prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Non-PVC Plastic/Rubber (e.g., acrylic, polystyrene, plastic beads/stones).	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion and should be chopped or comminuted prior to digestion. Plastic beads or stones should be crushed prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Coatings on Glass and Plastic Pearls.	The coating of glass or plastic beads should be scraped onto a surface free of dust, such as a clean weighing paper or pan, using a clean stainless steel razor blade or other clean sharp instrument that will not contaminate the sample with lead. The razor blade or sharp instrument should be rinsed with deionized water, wiped to remove particulate matter, rinsed again, and dried between

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	<p>samples. Weigh the scrapings. A minimum of 50 mg of scraped coating should be used for analysis. If less than 50 mg of scraped coating is obtained from an individual pearl, then multiple pearls from that sample must be scraped and composited to obtain a sufficient sample amount. The number of pearls used to make the composite must be noted. Avoid inclusion of the substrate pearl material in the scrapings. Digest the scrapings according to USEPA Method 3050B or 3051 or equivalent procedure for hot acid digestion in preparation for trace lead analysis. Dilute the digestate in the minimum volume practical for analysis. Analyze the digested sample according to specification of Exhibit D (approved, validated methodology for inductively-coupled plasma mass spectrometry). A reporting limit of 0.001% (10 ppm) in the coating must be obtained for the analysis. The sample result must be reported within the calibrated range of the instrument. If the initial test of the sample is above the highest calibration standard, then the sample must be diluted and re-analyzed within the calibrated range of the instrument.</p>
<p>Dyes, paints, coatings, varnish, printing inks, ceramic glazes, glass, crystal</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.050 g, and should be chopped or comminuted prior to digestion.</p> <p>Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Glass and crystal used in Children's Products (for weight)</p>	<p>The components should be free of any extraneous material such as adhesive before they are weighed. The scale used to weigh these components should be calibrated using NIST certified (S-class) weights of 1 and 2 grams immediately before the components are weighed. The calibration should be accurate to within 0.01 gram.</p>

EXHIBIT E

EXHIBIT E (BRAND NAMES)

1. Cost Plus, Inc.: World Market and Cost Plus World Markets
2. Hot Topic, Inc.: Torrid and Torrid Plus Sizes
3. Federated Department Stores, Inc.; Macy's West, Inc.; Federated Retail Holdings, Inc.
d/b/a Robinsons-May; Bloomingdale's: Charter Club and Alfani
4. J.C. Penney Corporation, Inc.: Worthington; Mix-it; Bisou Bisou; Vieste; Crush
5. The Wet Seal, Inc. and The Wet Seal Retail, Inc.: Arden B
6. Adina Inc.: Adina
7. Ballet Jewels, L.L.C.: Ballet
8. Buy-Rite Costume Jewelry, Inc.; Buy Rite Designs, Inc.: Hangin' Loose; Lil' Cool;
Misunderstood; Prevu; Rock-it; Way Cool
9. Carol Dauplaise, Ltd.: Carol Dauplaise; Dauplaise II; 29 West
10. Carol for Eva Graham, Inc.: Carol for Eva Graham
11. Carole Inc.: Carole; Cheers; Vertical
12. Carolee Designs d/b/a Retail Brand Alliance: Adrienne Vitandini; Carolee; Lauren; Zinc
13. Catherine Stein Designs: Catherine Stein; Catie Stein; Stein Blye, C. Stein
14. Crimzon Rose Accessories, Inc.: Element
15. Danecraft, Inc.: Danecraft; Platinum Tone; Primavera
16. FAF: Panama Jack; Key Elements; Sensible Solutions; Mary-Kate and Ashley
17. Fashion Accents, Inc.: Ashley Nicole; Body Worx; Ear Freedom; Ear Sense; Eisenberg
Ice; Museum Collection; Rain Drops
18. Fiesta Jewelry, Inc.: Fiesta
19. Gigi Accessories: Gigi in Style
20. Habitat, Inc.: Habitat
21. Shalom International Corp.: Hilary Duff; Instinct; Trollz
22. JJAMZ, Inc.: Punch

- 1 23. K&M Associates, L.P.: A-Line; Anne Klein; Bratz; David and Goliath; Donald Trump;
2 Guess?; MUDD; Panama Jack
- 3 24. Kerissa Creations: Harvest Moon
- 4 25. Key Item Sales: Ashley B; Memory Maker Photo Jewelry
- 5 26. Liz Claiborne Inc.: Axxess; Crazy Horse; Ellen Tracy; First Issue; Intuitions; Juicy
6 Couture; Kenneth Cole; Liz Claiborne; Lucky Brand; Marvella; Marvella Studio; Monet; Monet
7 2; Reaction; Realities; Trifari; Trifari Pearl; Villager
- 8 27. Haskell Jewels, Ltd.: Betsy Johnson; Christopher Radko; JLO by Jennifer Lopez; Miriam
9 Haskell; M. Haskell
- 10 28. MJM Company, d/b/a Berry Jewelry: Berry
- 11 29. Orion Fashions, Inc.: Kool Konnections
- 12 30. Jewelry Fashions Inc.: Robert Rose
- 13 31. Stephan & Co.: Stephan & Company Accessories Ltd.
- 14 32. Tanya Creations, Inc.: Tanya Creations
- 15 33. Roman Company: Alexia; Aressa; Bridal Gallery; EverydayPave'; Giftables; Gifts-To-
16 Go; In Focus; In View; Jezlaine; Luxe; Mellini; Roman; Roman Argentio; Roman Especially for
17 You; Roman Fashions; Roman Craftsman; Roman In Design; Roman Sentiments; Roman
18 Signature; Savant; Social Gallery; Stella Moon - Sterling; Sterling Inspirations; Tess Brooks;
19 Vanessa Michaels; Willow Hills - Sterling
- 20 34. Vetta Jewelry Inc.: Isabelle; Spring Street; Vetta
- 21 35. Victoria + Co.: Bandolino; Bijoux Givenchy; Boutique 58; Easy Spirit; Judith Jack ; l.e.i.;
22 Million Wishes; Napier; Nine West; Tommy Hilfiger; Nine & Co.

EXHIBIT F

1 **EXHIBIT F (PERSONS TO WHOM NOTICES ARE TO BE SENT)**

2

3 **For Plaintiff People of the State of California, ex rel. Bill Lockyer, Attorney General:**

4 Harrison M. Pollak
5 Deputy Attorney General
6 Department of Justice
7 1515 Clay Street, 20th Floor
8 P.O. Box 70550
9 Oakland, California 94612-0550
10 Tel: (510) 622-2183/Fax: (510) 622-2270
11 Harrison.pollak@doj.ca.gov

12 **For Plaintiff Center for Environmental Health:**

13 Eric S. Somers, Esq.
14 Mark N. Todzo, Esq.
15 Howard J. Hirsch, Esq.
16 Lexington Law Group, L.L.P.
17 1627 Irving Street
18 San Francisco, California 94122
19 Tel: (415) 759-4111/Fax: (415) 759-4112
20 esomers@lexlawgroup.com
21 mtodzo@lexlawgroup.com
22 hhirsch@lexlawgroup.com

23 **For Plaintiff As You Sow:**

24 Babak Naficy, Esq.
25 Law Office Babak Naficy
26 1204 Nipomo Street
27 San Luis Obispo, California 93401
28 Tel: (805) 593-0926
 babaknaficy@sbcglobal.net

For Defendant Aeropostale, Inc.:

 Edward M. Slezak
 General Counsel
 Aeropostale, Inc.
 112 West 34th Street, 22nd Floor
 New York, NY 10120

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For Defendant American Eagle Outfitters, Inc.:
General Counsel
American Eagle Outfitters, Inc.
150 Thorn Hill Drive
Warrendale, PA 15086-7528

For Defendant Burlington Coat Factory Warehouse Corporation:
Stacy John Haigney
Burlington Coat Factory
263 West 38th Street
New York, NY 10018
Tel: (212) 768-0058/Fax: (212) 391-0074
stacyhaigney@coat.com

For Defendants CBI Distributing Corp. and Claire's Boutiques, Inc.:
CBI Distributing Corp.
Claire's Boutiques, Inc.
Three SW 129th Avenue
Pembroke Pines
Attention: General Counsel's Office

For Defendant Charlotte Russe, Inc.:
Zina Rabinovich
Charlotte Russe Merchandising, Inc.
4645 Morena Boulevard
San Diego, CA 92117

With a copy to:

Jeffrey Kapor, Esq.
Buchalter Nemer
1000 Wilshire Boulevard
Suite 1500
Los Angeles, CA 90017-2457

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For Defendant Cost Plus, Inc. and its related company, Cost Plus Management Services, Inc.:

Chris Miller, Comptroller
Cost Plus, Inc.
200 Fourth Street
Oakland, CA 94607
Fax: (510) 893-3084

With a copy to:

Marcy J. Bergman, Esq.
COOPER WHITE & COOPER LLP
201 California Street, 17th Floor
San Francisco, CA 94111
Tel: (415) 433-1900/ Fax: (415) 433-5530

For Defendants Express, LLC and its affiliates The Limited Stores, Inc.; Victoria's Secret Stores, LLC; Victoria's Secret Direct, LLC:

Lisa L. Halko
Greenberg Traurig LLP
1201 K Street, Suite 1100
Sacramento CA 95814

With a copy to:

Michael D. Martz
Vorys Sater Seymour & Pease
P.O. Box 1008
52 E. Gay Street
Columbus, Ohio 43216-1008

1 **For Defendants Federated Department Stores, Inc.; Macy's West, Inc. and**
2 **Federated Retail Holdings, Inc. d/b/a Robinsons-May; affiliate Bloomingdales:**

3 Christine Brandt
4 Federated Dept. Stores, Inc.
5 Law Department Western Region
6 P.O. Box 7888 - Internal Box 47
7 San Francisco, CA 94120
8 Tel: (415) 954-6078/Fax: (415) 393-3034
9 christine.brandt@fds.com

10 With a copy to:

11 Jeffrey B. Margulies
12 FULBRIGHT & JAWORSKI L.L.P.
13 555 South Flower Street, 41st Floor
14 Los Angeles, California 90071
15 Tel: (213) 892-9286/Fax: (213) 892-9494
16 jmargulies@fulbright.com

17 **For Defendants Forever 21, Inc.; Forever 21 Retail, Inc.:**

18 Young Kwon
19 Forever 21, Inc.
20 2001 S. Alameda Avenue
21 Los Angeles, CA 90058

22 **For Defendant Gottschalks, Inc.:**

23 J. Gregory Ambro
24 Senior Vice President
25 Chief Financial & Administrative Officer
26 Gottschalks Inc.
27 7 River Park Place East
28 Fresno, CA 93729

29 **For Defendant Group USA Apparel, Inc.:**

30 Mark Koda
31 Chief Financial Officer
32 Group USA Apparel Inc.
33 25 Enterprise Avenue
34 Secaucus, NJ 07094
35 Tel: (210) 867-6005
36 Fax: (210) 867-0719

1 **For Defendant Hot Topic, Inc.:**

2 General Counsel

3 18305 E. San Jose Ave.

4 City of Industry, CA 91748

5 Tel: (626) 839-4681 x2618/Fax: (626) 771-2309

6 With a copy to:

7 Jeffrey B. Margulies

8 FULBRIGHT & JAWORSKI L.L.P.

9 555 South Flower Street, 41st Floor

10 Los Angeles, California 90071

11 Tel: (213) 892-9286/Fax: (213) 892-9494

12 jmargulies@fulbright.com

13 **For Defendant Hub Distributing, Inc.:**

14 William Langsdorf

15 Senior Vice President and Chief Financial Officer

16 Hub Distributing, Inc.

17 2501 East Guasti Road

18 Ontario, CA 91761

19 billlangsdor@hubdistributing.com

20 **For Defendant J.C. Penney Corporation, Inc.:**

21 Mary G. Tacher

22 Associate General Counsel - Litigation

23 J.C. Penney Corporation, Inc.

24 6501 Legacy Drive

25 MS 1122

26 Plano, TX 75024

27 Tel: (972) 431-1257/Fax: (972) 431-1133/1134

28 mtacher@jcpenny.com

29 With a copy to:

30 Cindy O'Connor

31 Divisional Merchandise Manager

32 Fashion Jewelry

33 6501 Legacy Drive

34 MS 1122

35 Plano, TX 75024

36 Tel: (972) 431-1257/Fax: (972) 431-1133/1134

37 coconnor@jcpenny.com

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For Defendants Kohl's Corporation and Kohl's Department Stores, Inc.:
General Counsel
Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051
Tel: (262) 703-2720

For Defendants K-Mart Corporation; Joe Boxer Company, LLC:
Michael J. Steel, Esq.
Pillsbury Winthrop LLP
50 Fremont Street
San Francisco, California 94105-2228
Tel: (415) 983-1000

For Defendant Lane Bryant, Inc. and its affiliates, Catherines, Inc.; Fashion Bug Retail Companies, Inc.:
General Counsel
Lane Bryant, Inc.
450 Winks Lane
Bensalem, PA 19020

General Counsel
Catherines, Inc.
450 Winks Lane
Bensalem, PA 19020

General Counsel
Fashion Bug Retail Companies, Inc.
450 Winks Lane
Bensalem, PA 19020

1 **For Defendant Lerner New York, Inc.**
2 Ron Ristau
3 COO & CFO
4 New York & Company
5 450 West 33rd Street, 5th Floor
6 New York, NY 10001

7 With a copy to:

8 Damian D. Capozzola
9 Kirkland & Ellis LLP
10 777 South Figueroa Street, 37th Floor
11 Los Angeles, CA 90017
12 Tel: (213) 680-8653/Fax: (213) 448-2709

13 **For Defendants Limited Too Store Planning, Inc.; Too, Inc.; affiliate Justice Stores
14 LLC:**

15 Bill May
16 President and COO
17 Too, Inc.
18 8323 Walton Parkway
19 New Albany, OH 43054

20 With a copy to:

21 Georgia Ravitz, Esq.
22 Arent Fox PLLC
23 1050 Connecticut Avenue, NW
24 Washington, D.C. 20036

25 **For Defendant Longs Drug Stores California, Inc.:**

26 William J. Rainey
27 General Counsel
28 Longs Drug Stores California, Inc.
29 P.O. Box 5222
30 Walnut Creek, CA 94596

31 With a copy to:

32 Richard C. Jacobs
33 Howard Rice Nemerovski Canady Falk & Rabkin
34 3 Embarcadero Center, 7th Floor
35 San Francisco, CA 94111

36

1 **For Defendants Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution**
2 **Center Corp.; A.I.J.J. Enterprises, Inc.; and The New 5-7-9 and Beyond, Inc.:**

3 Jeffrey B. Margulies
4 FULBRIGHT & JAWORSKI L.L.P.
5 555 South Flower Street, 41st Floor
6 Los Angeles, California 90071
7 Tel: (213) 892-9286/Fax: (213) 892-9494
8 jmargulies@fulbright.com

9 With a copy to:

10
11 Michael S. Lang, Esq.
12 1000 Pennsylvania Avenue
13 Brooklyn, NY 11207

14 and

15 A.I.J.J. Enterprises, Inc.
16 Attention: Joseph Chehebar
17 1000 Pennsylvania Avenue
18 Brooklyn, NY 11207

19 **For Defendant Ross Stores, Inc. and affiliate dd's DISCOUNTS:**

20 General Counsel
21 Ross Stores, Inc.
22 4440 Rosewood Drive
23 Pleasanton, CA 94588
24 Phone: 925-965-4415
25 Fax: 925-965-4169

26 With a copy to:

27 Jeffrey B. Margulies
28 FULBRIGHT & JAWORSKI L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, California 90071
Tel: (213) 892-9286/Fax: (213) 892-9494
jmargulies@fulbright.com

29 **For Defendant Styles for Less, Inc.**

30 Mr. August DeAngelo, II
31 Vice-President
32 Styles For Les, Inc.
33 12728 South Shoemaker Avenue
34 Santa Fe Springs, California 90670

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For Defendant Sears, Roebuck and Co.:

David F. Wood, Esq.
Deidre M. Siguenza, Esq.
Wood, Smith, Henning & Berman, LLP
10960 Wilshire Boulevard, Suite 1800
Tel: (310) 481-7600 / Fax: (310) 481-7650
DFW@wshblaw.com
dsiguenza@wshblaw.com

For Defendants Target Corporation and its affiliate Associated Merchandising Corporation:

Jeffrey B. Margulies
FULBRIGHT & JAWORSKI L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, California 90071
Tel: (213) 892-9286/Fax: (213) 892-9494
jmargulies@fulbright.com

With a copy to:

Tim Baer
General Counsel
Target Corporation
1000 Nicollet Mall
TPS-3255
Minneapolis, Minnesota 55403

For Defendant The Buckle, Inc.:

General Counsel
The Buckle, Inc.
2407 W. 24th Street
Kearney, NE 68845

With a copy to:

Jeffrey B. Margulies
FULBRIGHT & JAWORSKI L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, California 90071
Tel: (213) 892-9286/Fax: (213) 892-9494
jmargulies@fulbright.com

1 **For Defendant Toys "R" Us, Inc.:**

2 Joel S. Tennenberg
3 Litigation & Regulatory Counsel
4 Toys "R" Us, Inc.
5 One Geoffrey Way
6 Wayne, New Jersey 07470
7 Tel: (973) 617-5741/Fax: (973) 617-4043

8 With a copy to:

9 Jeffrey B. Margulies
10 FULBRIGHT & JAWORSKI L.L.P.
11 555 South Flower Street, 41st Floor
12 Los Angeles, California 90071
13 Tel: (213) 892-9286/Fax: (213) 892-9494
14 jmargulies@fulbright.com

15 **For Defendant Walgreen Co. and its wholly-owned subsidiary East-West
16 Distributing Co.:**

17 Arthur Jimenez, Esq.
18 Corporate and Regulatory Law
19 Walgreen Co.
20 104 Wilmot Road M/S 1447
21 Deerfield, IL 60015-5223

22 **For Defendant Walt Disney World Co. and affiliate Disney Enterprises, Inc.:**

23 Manny Grace
24 Senior Vice President, Counsel
25 The Walt Disney Company
26 500 S. Buena Vista Street
27 Burbank, CA 91521
28 Tel: (818) 560-8957/Fax: (818) 557-1285
 manny.grace@disney.com

 With a copy to:

 Jeffrey B. Margulies
 FULBRIGHT & JAWORSKI L.L.P.
 555 South Flower Street, 41st Floor
 Los Angeles, California 90071
 Tel: (213) 892-9286/Fax: (213) 892-9494
 jmargulies@fulbright.com

1 **For Defendants The Wet Seal, Inc. and The Wet Seal Retail, Inc.:**

2 Kelly Gorman
3 Director of Loss Prevention and Risk Management
4 The Wet Seal, Inc.
5 26972 Burbank
6 Foothill Ranch, CA 92610

7 With a copy to:

8 Roger Carrick, Esq.
9 The Carrick Law Group
10 350 S. Grand Avenue, Suite 2930
11 Los Angeles, California 90071-2930
12 Tel: (213) 346-7930 / Fax: (213) 346-7931
13 roger@carricklawgroup.com

14 **For Defendant Zumiez, Inc.:**

15 Brenda Morris
16 Chief Financial Officer
17 Zumiez, Inc.
18 6300 Merrill Creek Parkway
19 Everett, WA 98203
20 Tel: (425) 551-1564/Fax: (425) 551-1596
21 brendamorris@zumiez.com

22 With a copy to:

23 Stephen M. Lerner
24 McDonough, Holland & Allen PC
25 555 Capitol Mall, Suite 900
26 Sacramento, CA 95814
27 Tel: (916) 444-3900/Fax: (916) 444-3249
28 slerner@mhalaw.com

29 **For Vendor Adina Inc.:**

30 Adina Inc.
31 85 Morse Street
32 Norwood, MA 02062

33 **For Vendor Arden Jewelry Manufacturing Co., Inc.:**

34 President
35 Arden Jewelry Manufacturing Co.
36 10 Industrial Lane
37 Johnston, RI 02919-3126

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For Vendor Ballet Jewels, LLC:

Ballet Jewels, LLC
121 Hackensack Avenue
River Terminal, Building 12B
Kearny, NJ 07032

With a copy to:

Henry A. Lerner
Budd Lerner, P.C.
150 JFK Parkway
Short Hills, NY 07078

For Vendor Bernardo Manufacturing:

Chief Financial Officer
Bernardo Manufacturing
54 Taylor Drive
East Providence, RI 02916

For Vendors Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.:

President
Buy-Rite Costume Jewelry, Inc.
Buy -Rite Designs, Inc.
88 Vanderveer Road
Freehold, NJ 07728

For Vendor Carol Dauplaise, Ltd.:

President
Carol Dauplaise, Ltd.
29 West 36th Street, No. 10
New York, NY 10018

For Vendor Carol for Eva Graham, Inc.:

President
Carol for Eva Graham, Inc.
366 Fifth Avenue, No. 704
New York, NY 10001

1 **For Vendor Carole Inc.:**
2 Chief Executive Officer
3 Carole Inc.
4 1607 South Grand Avenue
5 Los Angeles, California 90015

6 **For Vendor Retail Brand Alliance d/b/a Carolee:**
7 Executive Vice President
8 Carolee
9 19 E. Elm Street
10 Greenwich, CT 06830

11 With a copy to:

12 General Counsel
13 Retail Brand Alliance, Inc.
14 100 Phoenix Avenue
15 Enfield, Connecticut 06082

16 **For Vendor Catherine Stein Designs, Inc.:**
17 President
18 Catherine Stein Designs, Inc.
19 8 West 38th Street
20 New York, New York 10018

21 **For Vendor Crimson Rose Accessories, Inc.**
22 Chief Executive Officer
23 Crimson Rose Accessories, Inc.
24 4 Warren Avenue
25 Providence, RI 02911

26 With a copy to:

27 Josh Teverow, Esq.
28 555 Pine Street
29 Providence, RI 02903

30 **For Vendor Danecraft, Inc.:**
31 Chief Executive Offer
32 Danecraft, Inc.
33 One Baker Street
34 Providence, RI 02905-4417

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For Vendor Erica Lyons:
Erica Lyons
13999 S.W. 142nd Street
Miami, FL 33186

For Vendor Fad Treasures:
Fad Treasures
415 New York Ave
Huntington, NY 11743

For Vendor F.A.F., Inc.:
Director of Sourcing & Quality
F.A.F., Inc.
26 Lark Industrial Parkway
Greenville, RI 02828

For Vendor Fashion Accents, Inc.:
President
Fashion Accents, Inc.
100 Nashua Street
Providence, RI 02904

For Vendor Fiesta Jewelry, Inc.:
President
Fiesta Jewelry, Inc.
250 Esten Avenue, A-1
Pawtucket, RI 02860

**For Vendor Finesse Novelty Corporation d/b/a Accessory Solutions and Ambiance
Accessory and Jewelry Sales:**
Finesse Novelty Corporation
d/b/a Accessory Solutions and Ambiance Accessory
109-80 180th Street
St. Albans, NY 11433

For Vendor Gigi Accessories:
Chief Executive Officer
Gigi Accessories
175 East Olive Avenue, Suite 306
Burbank, CA 91502

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For Vendor Habitat, Inc.:
Habitat, Inc.
5 West 37th Street, Suite 1100
New York, NY 10018

For Vendor Haskell Jewels, LTD:
Executive Vice President
Haskell Jewels, LTD
390 Fifth Avenue, Second Floor
New York, NY 10018

For Vendor JJamz, Inc.:
Owner/President and CEO
JJamz, Inc.
4949 West 35th Street
Minneapolis, MN 55416

For Vendor K&M Associates, L.P.:
Chief Financial Officer
K&M Associates, L.P.
425 Dexter Street
Providence, RI 02940

For Vendor Kenilworth Creations:
Kenilworth Creations Inc
One Wholesale Way
Cranston, RI 02920

For Vendor Kerissa Creations:
Kerissa Creations
15 Lark Industrial Parkway
Greenville, RI 02828

For Vendor Key Item Sales, Inc.:
Key Item Sales, Inc.
8911 Independence Avenue
Canoga Park, CA 91304

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For Vendor Liz Claiborne Inc.:
Vice President, Deputy General Counsel and Secretary
Liz Claiborne, Inc.
One Claiborne Avenue
North Bergen, NJ 07045

For Vendor MJM Jewelry Corp., d/b/a Berry Jewelry Company:
President
MJM Jewelry Corp., d/b/a Berry Jewelry Company
29 West 38th Street, 16th Floor
New York, NY 10018

For Vendor Orion Fashions, Inc.:
Orion Fashions, Inc.
20 West 36th Street
New York, NY 10018

For Vendor Rainbow Sales Incorporated:
Rainbow Sales Incorporated
905 Jenkintown Road
Elkins Park, PA 19027

For Vendor Jewelry Fashions Inc.:
President
Jewelry Fashions Inc.
520 8th Avenue
New York, New York 10018

For Vendor Scorpio Accessories LLC:
President
Scorpio Accessories LLC
27 Meadow Street
Warwick, Rhode Island 02886

For Vendor Shalom International, Corp.:
Shalom International Corp.
1050 Amboy Avenue, Suite 1
Perth Amboy, NY 08861

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For Vendor Stephan & Co.:
President
Stephan & Co.
10 East 38th Street, 9th Floor
New York, NY 10016

For Vendor Tanya Creations, Inc.:
Chief Financial Officer
Tanya Creations, Inc.
360 Narragansett Park Drive
East Providence, RI 02916

For Vendor Roman Company:
Dee Marino
Roman Company
999 Executive Parkway, Suite 202
St. Louis, MO 63141

For Vendor Vetta Jewelry, Inc.:
Vetta Jewelry Inc.
29-33 West 36th Street
New York, NY 10018

For Vendor Victoria + Co., Ltd.:
General Counsel
Victoria + Co. Ltd.
Jones Apparel Group, Inc.
1411 Broadway
New York, NY 10018

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For Add-On Defendant – Allison Reed Group d/b/a P + B Mfg. Company and J Roth Enterprises

Lawrence J. Cohen
Allison Reed Group
655 Waterman Avenue
East Providence, Rhode Island 02914

For Add-On Defendant – Barry-Owen Company, Inc.

Scott Fink
5625 Smithway Street
Los Angeles, California 90040

For Add-On Defendant – Cathedral Art Metal Co., Inc.

Leo A. Tracey, President
25 Manton Avenue
Providence, Rhode Island 02909

For Add-On Defendant – Cookie Lee, Inc.

John P. Lin
18009 Sky Park Circle, Suite G
Irvine, California 92714

For Add-On Defendant – Fada International Corporation

Fred H. Chen
35 West 36th Street
New York, New York 10018

For Add-On Defendant – Greenbrier International, Inc.

Robert H. Rudman, President
500 Volvo Parkway
Chesapeake, Virginia 23320

For Add-On Defendant – Jonette Jewelry Company

President
Jonette Jewelry Company
373 Taunton Avenue
East Providence, Rhode Island 02914

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For Add-On Defendant – Linda & Jay Keane, Inc. d/b/a L & J Accessories
Jay Keane
140 Candace Drive
Maitland, Florida 32751

For Add-On Defendant – Lee Mode International Inc.
Martin Lee
1255 Broadway
New York, New York 10001

For Add-On Defendant – QVC, Inc.
Neal S. Grabell
QVC, Inc.
1200 Wilson Drive
West Chester, Pennsylvania 19380

For Add-On Defendant – Reebok International Ltd.
Diana Wainrib, Esq.
1895 J.W. Foster Blvd.
Canton, Massachusetts 02021

For Add-On Defendant – Rogers Sport Management Inc. d/b/a Factory Direct International and South Main Designs
Kent Rogers
337 South Main Street
Findlay, Ohio 45840

For Add-On Defendant – Saks Incorporated
Meredith D. Fogel
Assistant General Counsel
Saks Incorporated
12 East 49th Street
New York, New York 10017

For Add-On Defendant – Sequin, LLC
R.J. Renk, Jr
P.O. Box 24155
Minneapolis, Minnesota 55424

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For Add-On Defendant – The Gap, Inc.

General Counsel
Two Fourth Street
San Francisco, California 94105

For Add-On Defendant – Uncas Manufacturing Company

Uncas Manufacturing Company
John M. Corsini
150 Niantic Avenue
Providence, Rhode Island 02907

For Add-On Defendant – Vine Products Manufacturing Company

Vine Products Manufacturing Company
Attn: Barry Vine
655 First Avenue
P.O. Box 469
West Haven, Connecticut 06516-0469

EXHIBIT G

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

ALLISON REED GROUP d/b/a P+B MFG. CO.
Company Name J ROTH ENTERPRISES

[Signature]
Signature

LAWRENCE J COHEN
Printed Name

PRESIDENT
Title

[Signature]
ex: 12/2007

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: ALLISON REED GROUP d/b/a P+B MFG. CO.
J. ROTH ENTERPRISE

Attention: LAWRENCE J COHEN

Mailing Address: ALLISON REED GROUP
655 WATERMAN AVE
EAST PROVIDENCE, RI 02914

E-mail Address: INFO@ALLISONREED.COM

Lisa Goldberg
ek: 12/2007

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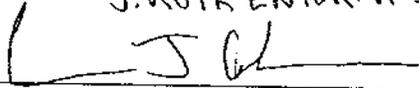
Dated: APRIL 6, 2006

ALLISON REED GROUP

Opt-In Company Name

d/b/a P+B MFG. CO.

J. ROTH ENTERPRISES



Signature

LAWRENCE J COHEN

Printed Name

PRESIDENT

Title


EX: 12/2007

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

- Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

BARRY-OWEN CO. INC
Company Name

Scott Finic
Signature

SCOTT FINIC
Printed Name

corporate secretary
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name:

BARRY-OWEN CO. INC

Attention:

SCOTT FINE

Mailing Address:

5625 SMITHWAY ST
LOS ANGELES, CA 90040

E-mail Address:

barryowen@aol.com

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Dated: April 4, 2006

Berry-Owen Co. Inc
Opt-In Company Name

Scott Fink
Signature

SCOTT FINK
Printed Name

Corporate Secretary
Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

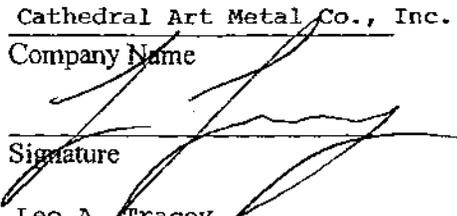
Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargin@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

**I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE**

Cathedral Art Metal Co., Inc.

Company Name


Signature

Leo A. Tracey

Printed Name

President

Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Cathedral Art Metal Co., Inc.

Attention: Leo A. Tracey, President

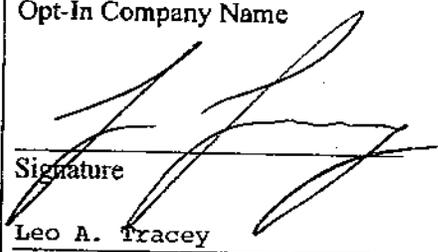
Mailing Address: 25 Manton Avenue
Providence, RI 02909

• E-mail Address: LeoT@cathedralartmetal.com

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Dated: April 6, 2006

Cathedral Art Metal Co., Inc.
Opt-In Company Name



Signature

Leo A. Tracey

Printed Name

President

Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

• Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this notice on or before April 7, 2006 to the address listed above, and that the attached signature page with the opt-in payment of \$40,000 must be received by the California Attorney General on or before April 22, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that your company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

Cookie Lee Inc
Company Name


Signature

John Paul Lee
Printed Name

VP
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Cookie Lee, Inc.

Attention: John P. Lin

Mailing Address: 18009 Sky Park Circle, Suite G
Irvine, CA 92714

E-mail Address: johnlin@cookielee.com

With copy to: Manuel A. Martinez
Stein & Lubin, LLP
600 Montgomery Street, 14th Floor
San Francisco, CA 94111

mmartinez@steinlubin.com

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Dated: *April 3*, 2006

Cookie Lee Inc

Opt-in Company Name



Signature

John Paul Lee

Printed Name

VP

Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

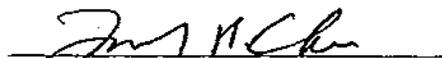
Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

Fada International Corp.

Company Name


Signature

Fred H. Chen

Printed Name

President

Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

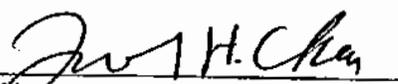
Company Name: Fada International Corp.

Attention: Fred H. Chen

Mailing Address: 35 West 36th Street
New York, NY 10018

E-mail Address: fred@fadanyc.com

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Dated: Mar. 20, 2006	Fada International Corp. Opt-In Company Name  Signature Fred H. Chen Printed Name President Title
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**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2006 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

**I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE**

**GREENBRIER INTERNATIONAL, INC.,
a wholly owned subsidiary of
DOLLAR TREE STORES, INC.**



Signature

Robert H. Rudman
Printed Name

President
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: GREENBRIER INTERNATIONAL, INC.,
a wholly owned subsidiary of
DOLLAR TREE STORES, INC.

Attention: Robert H. Rudman, President

Mailing Address: 500 Volvo Parkway
Chesapeake, VA 23320

E-mail Address: brudman@dollartree.com

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Dated: April 6, 2006

GREENBRIER INTERNATIONAL, INC., a
wholly owned subsidiary of
DOLLAR TREE STORES, INC.

Opt-In Company Name



Signature

ROBERT H. RUDMAN

Printed Name

PRESIDENT

Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2006 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

Jonette Jewelry Company
Company Name

B. Gordon Lisker X
Signature

B. Gordon Lisker
Printed Name

President
Title

March 16, 2006 X
Date

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Jonette Jewelry Company

Attention: President

Mailing Address: Jonette Jewelry Company

373 Taunton Avenue

East Providence, Rhode Island 02914

E-mail Address: jonettejewelry@verizon.net

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Dated: <i>Mar. 16</i> , 2006 ✓	Jonette Jewelry Company Opt-In Company Name
	<i>B. Gordon Lisker</i> Signature
	B. Gordon Lisker Printed Name
	President Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April ³⁰ 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrcy B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

LINDA + JAY KEANE, INC D/B/A L+J ACCESSORIES
Company Name


Signature

Vice President J JAY KEANE
Printed Name

Vice President
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: L+J ACCESSORIES
Attention: JAY KEANS
Mailing Address: 140 CAWDALE DRIVE
MAITLAND, FL 32751
E-mail Address: jay@landjaccessories.com

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Dated: _____, 2006

LTS ACCESSORIES
Opt-In Company Name

Jay Keane
Signature

JAY KEANE
Printed Name

VICE PRESIDENT
Title

Att: Eric Somers.

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

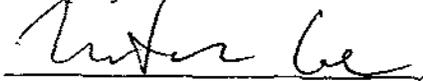
Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this notice on or before April 7, 2006 to the address listed above, and that the attached signature page with the opt-in payment of \$40,000 must be received by the California Attorney General on or before April 19, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargin@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that your company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

Lee Mode International Inc.

Company Name



Signature

Martin Lee

Printed Name

Comptroller

Title

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2 Dated: April 19, 2006
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Lee Mode Int'l
Opt-in Company Name

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7 Signature

8 Martin Lee
Printed Name

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10 Comptroller
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Comment (KFB1):
CAP/SIG received by: [unclear] on Fe
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**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

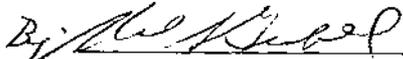
Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

QVC, Inc.
Company Name


Signature

Neal S. Grabell
Printed Name

Executive Vice President
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: QVC, Inc.

Attention: Neal S. Grabell

Mailing Address: QVC, Inc.
1200 Wilson Drive
West Chester, PA 19380

E-mail Address: Neal_Grabell@qvc.com

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Dated: April 5, 2006

QVC, Inc.
Opt-In Company Name

Neal S. Grabell
Signature

Neal S. Grabell
Printed Name

Executive Vice President
Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

Reebok International Ltd.

Company Name

Diana Wainrib
Signature

Diana Wainrib

Printed Name

Senior Counsel

Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Reebok International Ltd.

Attention: Diana Wainrib, Esq.

Mailing Address: 1895 J.W. Foster Blvd.
Canton, MA 02021

• E-mail Address: diana.wainrib@reebok.com

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Dated: April 3, 2006

Reebok International Ltd.
Opt-In Company Name

Diana Wainrib
Signature

Diana Wainrib
Printed Name

Senior Counsel
Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

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**I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE**

Rogers Sports Management, Inc., dba
Factory Direct International and South Main Designs

Company Name


Signature

L. Kent Rogers

Printed Name

Chief Executive Officer

Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Rogers Sports Management, Inc., dba
Factory Direct International and South Main Designs

Attention: Kent Rogers

Mailing Address: 337 South Main Street
P. O. Box 773
Findlay, OH 45840

E-mail Address: krogers@fdizone.com

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Dated: April 3 ,2006

Rogers Sports Management, Inc., dba
Factory Direct International and
Opt-In Company Name
South Main Designs


Signature

L. Kent Rogers
Printed Name

Chief Executive Officer
Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

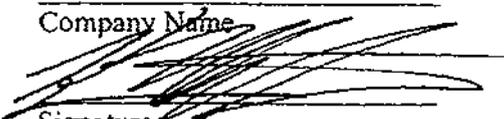
Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargin@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

**I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE**

Saks Incorporated

Company Name



Signature

Ken Metzner

Printed Name

Senior Vice President and ^{Deputy} General Counsel 

Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be list-ed in Exhibit F) is as follows:

Company Name: Saks Incorporated

Attention: Meredith D. Fogel
Assistant General Counsel

Mailing Address: Saks Incorporated
12 East 49th Street
New York, NY 10017
Phone: 212-451-3698
Fax: 212-940-5291

E-mail Address: Meredith.Fogel@S5a.com

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Dated: *March 30*, 2006

Saks Incorporated

Opt-In Company Name



Signature

Ken Metzner

Printed Name

Senior Vice President and *Deputy* General Counsel

Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

SEQUIN, LLC
Company Name


Signature

RICHARD J. RANK JR
Printed Name

CHIEF FINANCIAL OFFICER
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: SEQUIN, LLC

Attention: R.J. RENK JR

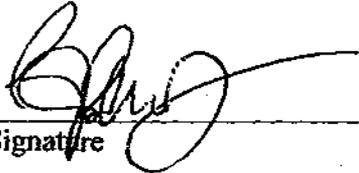
Mailing Address: PO BOX 24155
MPLS, MN 55424

E-mail Address: rjrenk@sequin-nyc.com

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Dated: , 2006

SEVIN, LLC
Opt-In Company Name


Signature

RICHARD J. PENK JR
Printed Name

CHIEF FINANCIAL OFFICER
Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargin@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

THE GAP, Inc.
Company Name

[Signature]
Signature

JANA P. VESPER
Printed Name

Assoc. General Counsel
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name:

THE GAP, Inc.

Attention:

General Counsel

Mailing Address:

Two Folsom St.
SAN FRANCISCO, CA 94105

E-mail Address:

LEGAL@GAP.COM

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Dated: 3/27, 2006

THE GAP, INC
Opt-In Company Name

[Signature]
Signature

JANA P. VESPER
Printed Name

ASSOC. GENERAL COUNSEL
Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

**I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE**

Uncas Manufacturing Company
Company Name

John M. Corsini
Signature

John M. Corsini
Printed Name

CEO & President
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Uncas Manufacturing Company

Attention: John M Corsini

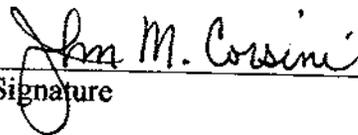
Mailing Address: 150 Niantic Avenue
Providence, RI 02907

E-mail Address: JCORSINI@UNCAS.COM

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Dated: April 18, 2006

Uncas Manufacturing Company
Opt-In Company Name


Signature

John M Corsini
Printed Name

CEO & President
Title

**NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak
Deputy Attorney General
Office of the California Attorney General
1515 Clay Street, 20th Floor
P.O.B. 70550
Oakland, CA, 94612
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this notice on or before April 7, 2006 to the address listed above, and that the attached signature page with the opt-in payment of \$40,000 must be received by the California Attorney General on or before April 22, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that your company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD
THE CONSENT JUDGMENT AND THIS NOTICE

Vine Products Mfg. Company
Company Name

Barry J. Vine
Signature

Barry J. Vine
Printed Name

President
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: VINE PRODUCTS MANUFACTURING COMPANY

Attention: BARRY J. VINE

Mailing Address: 655 FIRST AVENUE, P.O. BOX 469
WEST HAVEN, CT 06516-0469

E-mail Address: vine.prod.mfg@snet.net

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Dated: _____, 2006	<i>Vine Products</i> Opt-in Company Name
	<i>Barry J. Vine</i> Signature
	<i>Barry J. Vine</i> Printed Name
	<i>President</i> Title

EXHIBIT H

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511
Service List

PLAINTIFFS

<p>Babak Naficy, Esq. Law Office of Babak Naficy 1204 Nipomo Street San Luis Obispo, CA 93401 E-mail: babaknaficy@sbcglobal.net <i>Attorney for As You Sow</i></p>	<p>Eric Somers, Esq. Angela Walker, Esq. Lexington Law Group, LLP 1627 Irving Street San Francisco, CA 94122 E-mail: esomers@lexlawgroup.com awalker@lexlawgroup.com <i>Attorneys for Center for Environmental Health</i></p>
---	---

DEFENDANTS

<p>Brandon Block Buchalter Nemer, A Professional Corporation 1000 Wilshire Blvd., Suite 1500 Los Angeles, CA 90017-2457 E-mail: bblock@buchalter.com <i>Attorney for Charlotte Russe, Inc.</i></p>	<p>Stuart Bodker McDowell, Rice, Smith & Buchanan, APC Skelly Building Suite 350 605 West 47th Street Kansas City, MO 64112 E-mail: sbodker@mcdowellrice.com</p> <p>David S. White White, Bordy and Levey, LLP 1880 Century Park East, Suite 200 Los Angeles, CA 90067-1602 dswwhite@wblaw.com <i>Attorneys for The Gerson Company</i></p>
<p>John R. Briggs McDonough, Holland & Allen PC 555 Capitol Mall 9th Floor Sacramento, CA 95814-4692 E-mail: jbriggs@mhalaw.com <i>Attorney for Zumiez, Inc.</i></p>	<p>Roger Carrick, Esq. The Carrick Law Group 350 S. Grand Avenue, Suite 2930 Los Angeles, CA 90071 E-mail: roger@carricklawgroup.com <i>Attorney for The Wet Seal, Inc.; The Wet Seal Retail, Inc.</i></p>

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William I. Edlund, Esq.
Robert H. Bunzel, Esq.
Alyson L. Huber, Esq.
Bartko, Zankel, Tarrant & Miller
A Professional Corporation
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bedlund@bztm.com
ahuber@bztm.com
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E-mail: kuenzel@aol.com
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Items Inc.*

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San Jose, CA 95110-2712
E-mail: jfowler@be-law.com
hhsu@be-law.com

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Arent Fox, LLC
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E-mail: Sims.Savalle@arentfox.com
Baxter.Eric@arentfox.com
*Attorneys for Limited Too Store Planning, Inc.;
Too, Inc.*

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511
Service List

<p>Lisa Halko, Esq. Greenberg Traurig LLP 1201 K Street, Suite 1100 Sacramento, CA 95814-3938 E-mail: lhalko@lmmlaw.com <i>Attorney for Express, LLC</i></p>	<p>Anthony Garvin, Esq. Morgan Lewis & Bockus, LLP One Market, Spear Street Tower San Francisco, CA 94705 E-mail: agarvin@morganlewis.com <i>Attorney for Charming Shoppes, Inc.; Lane Bryant, Inc.</i></p>
<p>Peter J. Koenig, Esq. Tucker Ellis & West LLP One Market Street Steuart Tower, Suite 1300 San Francisco, CA 94103 E-mail: peter.koenig@tuckerellis.com <i>Attorney for American Retail Group, Inc; Hub Distributing, Inc.</i></p>	<p>Richard C. Jacobs, Esq. Howard Rice Nemerovski Canady Falk & Rabkin Three Embarcadero Center, Seventh Floor San Francisco, CA 94111-4024 E-mail: rjacobs@howardrice.com <i>Attorney for Longs Drug Stores California, Inc.; Long Drug Store Corporation</i></p>
<p>Steven C. Kim Steven C. Kim & Associates 3701 Wilshire Blvd., Suite 1040 Los Angeles, CA 90010 E-mail: stevenckim@sbcglobal.net <i>Attorney for Conerstone Apparel, Inc.</i></p>	<p>Alan Maler, Esq. Greenberg Traurig, LLP 2450 Colorado Ave, Suite 400E Santa Monica, CA 90404 E-mail: MalerA@GTLAW.com <i>Attorney for CBI Distributing Corporation Claire's Boutiques, Inc.; Claire's Stores, Inc.</i></p>
<p>Jeff Margulies, Esq. Fulbright & Jaworski LLP 555 South Flower Street, 41st Floor Los Angeles, CA 90071 E-mail: jmargulies@fulbright.com <i>Attorney for The New 5-7-9 and Beyond, Inc.; A.I.J.J. Entrprises, Inc.; Burlington Coat Factory Warehouse Corporation; Federated Department Stores, Inc.; Hot Topic, Inc.; The May Department Stores Company; J.C. Penny Corporation, Inc.; Macy's West, Inc.; Mervyn's; Nordstrom, Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; Ross Stores, Inc.; Target Corporation; The Buckle, Inc. Toys 'R' Us, Inc.</i></p>	<p>Rosemary T. McGuire, Esq. Weakly, Ratliff, Arendt & McGuire, LLP 1630 East Shaw Avenue, Suite 176 Fresno, CA 93710 E-mail: Rose@wrlaw.com <i>Attorney for Gottschalks, Inc.</i></p>

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511
Service List

<p>Martin H. Orlick Jeffer, Mangels, Butler & Marmaro LLP Two Embarcadero Center, 5th Floor San Francisco, CA 94111-3824 E-mail: Morlick@jmbm.com <i>Attorney for Forever 21 Retail, Inc.; Forever 21, Inc.</i></p>	<p>Michael Steel, Esq. Pillsbury Winthrop LLP P.O. Box 7880 San Francisco, CA 94120-7880 E-mail: msteel@PillsburyWinthrop.com <i>Attorney for Joe Boxer Company, LLC; Kmart Corporation; Windsong Allegiance Group, LLC</i></p>
<p>Zachary Walton, Esq. Jodi Smith, Esq. Paul, Hastings, Janofsky & Walker LLP 55 Second Street, 24th Floor San Francisco, California 94105-3441 E-mail: zacharywalton@paulhastings.com jodismith@paulhastings.com <i>Attorneys for Group USA Apparel, Inc.</i></p>	<p>David Wood, Esq. Marisa M. Yee, Esq. Wood, Smith, Henning & Berman, LLP 10960 Wilshire Boulevard, Suite 1800 Los Angeles, CA 90024-3702 E-mail: dwood@wshblaw.com myee@wshblaw.com <i>Attorneys for Sears Roebuck & Co.</i></p>
<p>Damien Capozzola, Esq. Kirkland & Ellis LLP 777 South Figueroa Street Los Angeles, California 90017-5800 E-mail: dcapozzola@kirkland.com <i>Attorney for Lerner New York, Inc.</i></p>	<p>Jack Dittoe Reed Smith LLP 1999 Harrison Street Oakland, CA 94612-3572 E-mail: jdittoe@reedsmith.com <i>Attorney for Aeropostale, Inc.; American Wagle Outfitters, Inc.</i></p>
<p>Elizabeth Deen Cooper, White & Cooper LLP 201 California Street, 17th Floor San Francisco, CA 94111 E-mail: eedeen@cwlaw.com <i>Attorney for Cost Plus, Inc.</i></p>	<p>Renee Wasserman Rogers Joseph O'Donnell & Phillips 311 California Street, 10th Floor San Francisco, CA 94104-2695 E-mail: rwasserman@rjop.com <i>Attorney for Walgreen Company</i></p>
<p>Robert D. Wyatt, Esq. Eileen M. Nottoli, Esq. Allen Matkins Leck Gamble Mallory & Natsis LLP Three Embarcadero Center, 12th Floor San Francisco, CA 94111-4074 E-mail: rwyatt@allenmatkin.com enottoli@allenmatkins.com <i>Attorney for Vendors</i></p>	<p>Laurel Drach Chace Ruttenberg & Freedman One Park Row, Suite 300 Providence, RI 02903 E-mail: ldrach@crflp.com <i>Attorney for Allison Reed Group dba P&B Manufacturing; J. Roth Enterprises</i></p>

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511
Service List

<p>Karleen M. O'Connor Cox, Castle & Nicholson LLP 555 Montgomery Street, Suite 1500 San Francisco, CA 94111 E-mail: koconnor@coxcastle.com <i>Attorney for Barry-Owens, Inc.; QVC, Inc.; Cathedral Art Metal Company, Inc.; Uncas Manufacturing Company</i></p>	<p>Meredith Fogel 12 E. 49th Street New York, NY 10017 <i>Attorney for Saks, Inc.</i></p>
<p>Manuel A. Martinez Stein & Lubin LLP 600 Montgomery Street, 14th Floor San Francisco, CA 94111 E-mail: mmartinez@steinlubin.com <i>Attorney for Cookie Lee, Inc.</i></p>	<p>Jeffrey Schall Wang & Schall 11 West 42nd Street, Suite 900 New York, NY 10036 E-mail: jschall@wangandschall.com <i>Attorney for Fada International Corporation</i></p>
<p>John L. Deal Dollar Tree Stores, Inc. 500 Volvo Parkway Chesapeake, VI 23320 E-mail: jdeal@dollartree.com <i>Attorney for Greenbrier International, Inc., a wholly owned subsidiary of Dollar Tree Stores, Inc.</i></p>	<p>Michael H. Feldhuhn 56 Pine Street, Suite 200 Providence, RI 02903 E-mail: mike@feldhuhn.com <i>Attorney for Jonette Jewelry Company</i></p>
<p>Henry Hong K. Jung Jung & Associate 470 Park Avenue, Suite 4 North New York, NY 10016 <i>Attorney for Lee Mode International Inc.</i></p>	<p>Jay Keane L & J Accessories 140 Candace Drive Maitland, FL 32751 E-mail: jay@landjaccessories.com <i>Attorney for Linda & Jay Keane dba L&J Accessories, Inc.</i></p>
<p>Keith Wexelblatt Reebok Incorporated 1895 J.W. Foster Boulevard Canton, MA 02021 E-mail: keith.wexelblatt@reebok.com <i>Attorney for Reebok International LTD</i></p>	<p>William E. Clark Drake, Phillips, Kuenzli & Clark 301 South Main St., Suite 3 Findlay, OH 45840 E-mail: wclark@findlaylaw.com <i>Attorney for Rogers Sports Management</i></p>

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511
Service List

<p>RJ Renk Sequin LLC 4915 W. 38th Street, Suite 106 Minneapolis, MN 55416 E-mail: rjrenk@sequin-nyc.com <i>Attorney for Sequin, LLC</i></p>	<p>Kendra Cook Two Folsom Street, 13th Floor San Francisco, CA 94105 <i>Attorney for The Gap, Inc.</i></p>
<p>John A. Farnsworth Withers Bergman 157 Church Street P.O. Box 426 New Haven, CT 06502 E-mail: john.farnsworth@withers.us.com <i>Attorney for Vine Products Manufacturing Company</i></p>	

DECLARATION OF SERVICE BY U.S. MAIL

Case Name: *People v. Burlington Coat Factory Warehouse Corporation, et al.*

Case No.: **RG 04 162075 (Consolidated With Case Nos. RG 04-162037, RG 04 169511)**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

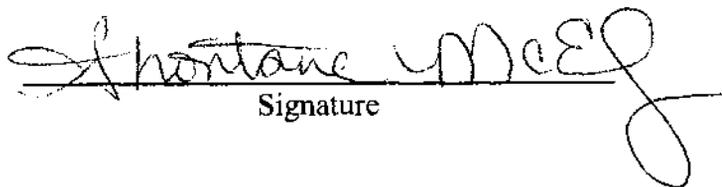
On June 16, 2006, I served the attached **PEOPLE'S NOTICE OF ENTRY OF ORDER GRANTING MOTION TO MODIFY CONSENT AND ENTRY OF MODIFIED CONSENT JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the internal mail collection system at the Office of the Attorney General at 1515 Clay Street, Suite 2000, P.O. Box 70550, Oakland, California 94612-0550, addressed as follows:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on June 16, 2006, at Oakland, California.

SHONTANE McELROY

Declarant



Signature